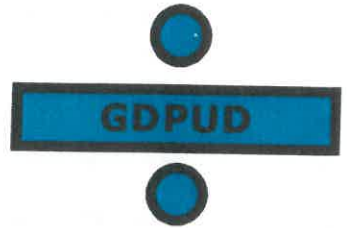




## NEW BUSINESS

ITEM 7.D.

**REPORT TO THE BOARD OF DIRECTORS  
BOARD MEETING OF FEBRUARY 11, 2020  
AGENDA ITEM NO. 7.D.**



**AGENDA SECTION: NEW BUSINESS**

**SUBJECT: APPROVE A PROFESSIONAL SERVICES AGREEMENT FOR CAPITAL PROJECT MANAGEMENT WITH COASTLAND INC. FOR FIVE YEARS FOR AN AMOUNT NOT TO EXCEED \$402,909**

**PREPARED BY:** Steven Palmer, PE, General Manager

**APPROVED BY:** Steven Palmer, PE, General Manager 

---

**BACKGROUND**

This staff report was originally prepared for the January 14, 2020 Board meeting.

The District does not employ a dedicated engineer or project manager. The position is shown on the General Manager's recommended organizational chart. Instead of hiring a direct employee, the Board has directed the General Manager to provide these services through contract staff.

Several capital improvement projects are planned for Fiscal Year 2019/2020 and are included in the Board adopted Five Year Capital Improvement Plan. Completion of these Projects support Fiscal Year 2018/2019 Board of Directors Goal B – "Address Immediate Infrastructure Needs and Begin Long Term Planning," Objective B-1 – "Repair/Replace a few key facilities that are prone to failure." Completion of these projects require a dedicated project manager.

**DISCUSSION**

A Request for Proposal (RFP) to select a consulting firm to provide Capital Project Management was issued on August 13, 2019 (Attachment 1). In issuing the RFP and selecting a consultant, District Staff followed the professional services procurement policy that was adopted on February 13, 2018 and complied with California Government Code Section 4527.

The RFP was written for a Consultant to provide professional project management services to manage various capital improvement projects in GDPUD's five-year capital improvement plan (CIP). In general, the scope consists of all work required to successfully manage various capital improvement projects in the CIP from preliminary engineering and environmental through construction. This includes preparing and ensuring compliance with detailed project scopes, schedules, and budgets. Activities include all tasks required to deliver a completed capital improvement project, including preparing requests for proposals for engineering design and

other professional services, issuing the construction bid documents, and managing the construction bid process.

The agreement will be for a five-year term with projects assigned annually by the General Manager. The following projects from the CIP are anticipated to be assigned to the Consultant in calendar years 2019 and 2020 (see Attachment 2):

1. Upcountry Ditch Rehabilitation
2. Water Storage Tank Recoating
4. Main Canal Lining
5. Automated Meter Replacement
6. Replace Pump Station
7. Demolition of Old Auburn Lake Trails Water Treatment Plant

A typical scope is anticipated to include the following tasks for each capital improvement project:

- Task 1: Project Management and Coordination
- Task 2: Preliminary Engineering and Environmental
- Task 3: Final Bid Phase and Bid Phase Support
- Task 4: Construction Support Services

Two (2) proposals were received on September 12, 2019. Proposals were received from Coastland and Ponticello Enterprises.

The District General Manager, and Engineering Consultant George Sanders reviewed the proposals for criteria listed in the RFP, interviewed the two firms, and ranked Coastland as the top proposer. The General Manager then opened and reviewed Coastland's rate schedule and concluded that they are appropriate for the scope of work.

A Professional Services Agreement was then prepared using a total amount for five years based on the currently adopted Five Year Capital Improvement Plan.

Coastland has signed the Professional Services Agreement included as Attachment 2, and Staff recommends Board approval.

### **FISCAL IMPACT**

This work and the expenditure associated with this agreement were included in the adopted Five-Year Capital Improvement Plan and the Fiscal Year 2019/2020 budget. The Project budgets include an allowance for contract project management. For Fiscal Year 2019/2020, the budget included \$53,900 for this work, and a purchase order will be issued to Coastland for this amount for Fiscal Year 2019/2020. A new purchase order will be issued each subsequent fiscal year in order to fund the work planned for that fiscal year. The total of all

purchase orders will not exceed the total agreement amount of \$402,909 without Board approval of an amendment of the agreement.

**CEQA ASSESSMENT**

CEQA Assessments for these Projects have not yet been performed. CEQA Assessments will be performed separately.

**RECOMMENDED ACTION**

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District (GDPUD) adopt the attached Resolution authorizing the General Manager to execute a Professional Services Agreement (Attachment 2) with Coastland for an amount not to exceed \$402,909 for Capital Project Management.

**ALTERNATIVES**

The Board may reject the staff recommendation and provide direction to the General Manager on other options to provide capital project management services.

**ATTACHMENTS**

1. Request for Proposals
2. Professional Services Agreement
3. Resolution

**ATTACHMENT 1**  
**Request for Proposal**



## GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

### REQUEST FOR PROPOSAL

#### Capital Project Management

---

Responders to this Request for Proposals (RFP) must deliver one signed original, two (2) copies, and one electronic copy of the proposal.

**Proposal Submission Deadline (date/time): September 12, 2019 at 3:00pm**

**Submit Proposal to: Georgetown Divide Public Utility District Office  
6425 Main Street  
Georgetown, CA 95634**

#### REGISTERING YOUR EMAIL ADDRESS

#### FOR QUESTIONS CONCERNING THIS REQUEST FOR PROPOSAL:

Potential respondents who want to receive changes, additions, and deletions to the RFP, as well as a copy of all the questions and responses by the Georgetown Divide Public Utility District, should register online by following the link on the GDPUD website. The link to open RFPs is at the following website: [http://gd-pud.org/#Bids\\_&\\_Proposals](http://gd-pud.org/#Bids_&_Proposals)

## TABLE OF CONTENTS

<u>SECTION</u>	<u>Page</u>
<b>1. INTRODUCTION</b>	<b>3</b>
1.1 General Description of RFP	
1.2 RFP Schedule	
1.3 General Selection Process	
<b>2. SCOPE OF SERVICES</b>	<b>4</b>
<b>3. RFP SUBMITTAL REQUIREMENTS</b>	<b>6</b>
<b>4. SELECTION PROCESS AND EVALUATION CATEGORIES</b>	<b>9</b>
4.1 Selection Criteria	
<b>5. GENERAL TERMS AND CONDITIONS</b>	<b>10</b>
5.1 Limitation	
5.2 Public Records	
5.3 Contract Agreement	
<b>6. QUESTIONS</b>	<b>10</b>
<b><u>ATTACHMENTS</u></b>	
A. Sample Professional Services Agreement	
B. Five Year Capital Improvement Plan	

## **REQUEST FOR PROPOSAL Capital Project Management**

### **SECTION 1 — INTRODUCTION**

The Georgetown Divide Public Utility District (GDPUD) is soliciting proposals from Consultants to provide professional services to manage various capital improvement projects in GDPUD's five-year capital improvement plan (CIP). In general, the work will consist of all work required to successfully manage various capital improvement projects in the CIP from preliminary engineering and environmental through construction. The agreement will be for a five-year term with projects assigned annually by the General Manager.

GDPUD will use a "Qualifications Based Selection" process in determining which Consultant to be selected for the contract. The process will include an evaluation and ranking of Consultants based on set evaluation criteria. Top ranking Consultants may be asked to participate in an oral interview.

GDPUD will open and review the proposal of the top ranked consultant. If for any reason an acceptable contract cannot be negotiated with the top ranked consultant, negotiations will commence with the next-ranked firm.

GDPUD reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected.

Proposals submitted will be evaluated by individuals from GDPUD and/or outside agencies. During the evaluation process, GDPUD reserves the right, where it may serve GDPUD's best interest, to request additional information from proposers, or to allow corrections of errors of omissions.

Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between GDPUD and the firm selected. GDPUD reserves the right, without prejudice, to reject any or all proposals

#### **1.1 General Description of RFP**

This RFP describes the general Scope of Services, necessary RFP components, consultant selection process, and required format of the RFP, as well as a sample copy of GDPUD's Professional Services Agreement.



## 1.2 RFP Schedule

Advertisement of RFP	August 12, 2019
Deadline for Questions	August 30, 2019
Response to Questions	September 5, 2019
<b>Deadline for RFP Submittal</b>	<b>No later than 3:00 PM, September 12, 2019</b>
Final Consultant Selection	Anticipated October 8, 2019

## 1.3 General Selection Process

GDPUD intends to select a Consultant based on demonstrated competence and qualifications for the types of services to be performed at a fair and reasonable price to the public. GDPUD will review all proposals and evaluate them according to the following criteria:

- Qualifications of Team
- Project Understanding and Innovation
- Work Plan / Scope of Work
- Project Schedule
- Similar Experience / References

Consultant may be either selected based on information included in the proposal or the Consultant may be requested to interview prior to final selection.

## SECTION 2 — SCOPE OF SERVICES

The Consultant shall provide professional project management services to manage various capital improvement projects in GDPUD's five-year capital improvement plan (CIP). In general, the work will consist of all work required to successfully manage various capital improvement projects in the CIP from preliminary engineering and environmental through construction. Scope of services will include preparing and ensuring compliance with detailed project scopes, schedules, and budgets. Activities will include all tasks required to deliver a completed capital improvement project, including preparing requests for proposals for engineering design and other professional services, issuing the construction bid documents, and managing the construction bid process.

The agreement will be for a five-year term with projects assigned annually by the General Manager. For the purposes of this RFP, Consultants shall assume the following projects from the CIP to be completed in calendar years 2019 and 2020 (see Attachment 2):

1. Upcountry Ditch Rehabilitation
2. Water Storage Tank Recoating
3. Treated Water Line Replacement – *Currently bidding*
4. Main Canal Lining – *Out to bid on August 14, 2019*
5. Automated Meter Replacement
6. Replace Pump Station
7. Demolition of Old Auburn Lake Trails Water Treatment Plant

A typical scope is anticipated to include the following tasks for each capital improvement project:

#### Task 1: Project Management and Coordination

The consultant shall be responsible for providing all contract management and quality control services throughout the duration of the project. The consultant shall deliver a high quality product within budget and on schedule. The consultant shall meet weekly with GDPUD to discuss the project, present options, review alternatives, etc. These meetings may be either in phone or in person. GDPUD will provide desk space and computer equipment at the GDPUD office which will be available to the consultant during GDPUD business hours. The consultant shall provide monthly schedule updates in conjunction with submittals of invoices.

#### Deliverables:

- Project Schedule and updates
- Meeting agendas and minutes for all design and coordination meetings

#### Task 2: Preliminary Engineering and Environmental

The consultant shall be responsible for refining the scope of each capital improvement project, preparing the RFPs for engineering design services, managing the engineering design services selection process to select an engineering design firm. The consultant shall be responsible for managing the engineering design firm through final design and preparation of bid documents. All design documents shall be prepared in preliminary and final draft stages for GDPUD review, and shall incorporate any comments made during the preliminary document review. The consultant shall be responsible for assembling the design documents into bid documents and managing the construction bid process.

The consultant shall be responsible for managing the preparation, submittal, and acquisition of all required permits and environmental review documentation required by State, local, and jurisdictional agencies needed to ensure this project is cleared for construction. The consultant shall ensure preparation of all appropriate California Environmental Quality Act (CEQA) documents and any associated technical studies that are required to clear the project for construction. If detailed environmental work is required, the consultant shall prepare the required RFP and manage the selection process. The consultant shall prepare a schedule of permits with the required timelines to ensure each permit is obtained prior to the start of construction. All environmental documents shall be prepared in preliminary and final draft stages for GDPUD review and shall incorporate any comments made during the preliminary document review.

#### Task 4: Final Bid Phase and Bid Phase Support

The consultant shall attend the pre-bid meeting (if deemed necessary by GDPUD) and respond to questions concerning the plans, specifications, and estimates prior to bid opening and prepare contract addenda, if required. The consultant shall review construction bids received and make a recommendation to GDPUD for award of construction contract. Consultant will prepare the staff report for award of the construction contract by the Board of Directors.

Deliverables:

- Prepare contract addenda, if required, for distribution by GDPUD, including answers to bidder's questions
- Prepare staff report for the award of the construction contract by Board of Directors

Task 5: Construction Support Services

The consultant shall attend regularly scheduled construction meetings, including the preconstruction meeting, to respond to questions concerning the plans, specifications and estimates. For cost estimation, weekly meetings may be assumed. These meetings will be independent of those discussed under separate tasks identified elsewhere in this RFP. The consultant shall be available to be called to the site in response to questions arising from the progress of the work. The consultant shall review all material submittals and shop drawings as required by the Special Provisions. The consultant shall respond to Request for Information (RFIs) from the contractor when called for by GDPUD and prepare modifications or revisions that are related to the project's original scope and character. GDPUD shall not be billed for nor shall they pay for any revisions to the plans and specifications that are required due to errors or omissions in the original contract documents due to negligence or lack of attention to detail stemming from poor design or field work. The consultant shall assist GDPUD in preparation of contract change orders, if necessary. The consultant shall participate in the final walk through of the constructed project and assist in the preparation of "punch list" items in need of work. The consultant shall prepare record drawings following construction from mark ups by the contractor and the resident engineer.

Deliverables:

- Attend weekly meetings during construction, which includes the pre-con meeting with contractor
- Response to RFIs, material submittals, and shop drawings from the contractor
- Plan revisions that are related to the project original scope and character
- Review contract change orders

**SECTION 3 — RFP SUBMITTAL REQUIREMENTS**

The intent of these requirements is to assist proposers in the preparation of their proposal and to simplify the review process for GDPUD. One signed original, two (2) copies, and one electronic copy of the proposal must be received and date stamped by GDPUD no later than **September 12, 2019 at 3:00 PM**. If a proposal is sent by mail or other delivery system, the sender is totally responsible for the mail or delivery system delivering the proposal to GDPUD on or before the deadline.

Proposals shall be clearly marked "Request for Proposals for Capital Improvement Project Management," and submitted to:

**Georgetown Divide Public Utility District  
6425 Main Street  
PO Box 4240  
Georgetown, CA 95634**

Note: Late submittals or submittals delivered to the wrong location will be rejected.

GDPUD requires the proposer to submit a concise proposal clearly addressing all the requirements outlined in this RFP. The proposal must be signed by proposer's representative authorized to execute a contract between GDPUD and proposer. The proposal must include, at a minimum, the following sections; however, the proposer is encouraged to expand on the scope as needed:

**A. Cover Letter**

- List the name, address, and telephone number of the firm.
- Signed by an authorized representative of the consultant. The Consultant shall furnish documentation that the person signing the proposal is empowered with signatory authority for the Consultant. The form could be a Corporate Resolution.
- State the proposal is firm for a 90-day period from the proposal submission deadline.
- Provide the name, title, address and telephone number of the individual to whom correspondence and other contacts should be directed during the Consultant selection process.
- Provide the location of the Consultant's headquarters. In addition, provide the location of any local support offices, which will provide service to GDPUD.
- Acknowledge that the Consultant will provide the insurance and indemnification required per the attached Professional service agreement.

**B. Project Team Information**

Consultant must provide the names and positions of all staff proposed including staff for proposed sub-consultants. The proposal should also designate who will be the project manager in charge of the project, and who will be GDPUD's contact throughout the project. It is allowable for a single individual to fulfill multiple roles by the Consultant's staff.

**C. Project Understanding and Innovation**

Include visions or concepts for performing the services.

**D. Work Plan / Scope of Work**

Include a work plan/scope of work meeting the minimum requirements of the projects listed in the Scope of Services. Consultant is encouraged to modify or expand the minimum Scope of Services if they believe it is necessary to achieve the goals.

**E. Project Schedule**

Schedule needs to be adequate and reasonable to ensure timely completion of the tasks listed in the Work Plan / Scope of Work. Emphasis should be placed on realistic timelines.

**F. Sub-consultant & Work by Others**

Identify any and all sub-consultant proposed to serve on the project, with background information for each and particular experience of key personnel, including project descriptions and resumes.

This section should describe all work not included in the proposal. Any work that is needed to complete the project that is not listed in the "Work Done by Others" will be considered part of the work provided by the Consultant and included in the proposal. Please include a list of tasks which the Consultant expects GDPUD staff to perform, information the Consultant expects GDPUD to provide, and an estimated amount of GDPUD staff time required for each task of the scope of work.

**G. Relevant Experience and References**

The Consultant must state the qualifications and experience of the proposed team, emphasizing the specific qualifications and experience acquired while providing services similar to those being sought by GDPUD, particularly for the Project Manager and other key project staff members assigned to the project. Except under circumstances beyond the Consultant's control, GDPUD will not accept substitutions of key members of the team put forth as part of the winning proposal.

For all staff members, describe their role giving not only their title but also the specific services they will perform and illustrate clearly the applicability of the individual's background, education, and experience to his or her assigned role.

Provide a brief description of at least three similar projects for which the Consultant has provided services during the past five years. For all referenced projects list the:

- Client (contact person, address and phone number)
- Project description and location
- Description of services by Consultant
- Total value of services provided by Consultant
- Consultant's project manager
- Key personnel involved
- Sub consultant employed

**H. Rate Schedule**

A rate schedule (one copy) for engineering services must be submitted in a separately sealed envelope marked "Rate Schedule" and will be the basis for which the Consultant will be compensated. The rates quoted will remain in effect for the duration of the Agreement, unless approved by GDPUD. Rates shall be included for all employment categories necessary to perform the work outlined in this RFP.

Failure to provide a fee schedule in a separately sealed envelope can be grounds for GDPUD, at its sole discretion, to determine the submittal to be non-responsive and the proposal may be rejected.

## **SECTION 4 — SELECTION PROCESS AND EVALUATION CATEGORIES**

Proposals submitted will be evaluated by individuals from GDPUD and/or outside agencies. During the evaluation process, GDPUD reserves the right, where it may serve GDPUD's best interest, to request additional information from proposers, or to allow corrections of errors of omissions.

### **4.1 Selection Criteria**

GDPUD intends to select a Consultant based on demonstrated competence and qualifications for the types of services to be performed at a fair and reasonable price to the public. GDPUD will review all proposals and evaluate them according to the following criteria:

- Qualifications of team
- Project Understanding and Innovation
- Similar Experience / References
- Work Plan / Scope of Work
- Project Schedule

Consultant may be either selected based on information included in the proposal or the Consultant may be requested to interview prior to final selection.

## **SECTION 5 — GENERAL TERMS AND CONDITIONS**

### **5.1 Limitation**

This RFP does not commit GDPUD to award a contract, to pay any cost incurred in the preparation of the Consultant's RFP response, or to procure or contract for services or supplies. GDPUD is not responsible for proposals that are delinquent, lost, mismarked, and sent to an address other than that given above, or sent by mail or courier service. GDPUD reserves the right to accept or reject any or all RFP responses received because of this request or to cancel all or part of this RFP.

### **5.2 Public Records**

All proposals shall become the property of GDPUD and will become public records and, as such, may be subject to public review.

### **5.3 Contract Agreement**

Once a proposed contract agreement is accepted, the Consultant will be required to sign the Agreement for Consultant Services and submit all other required certifications and documentation within ten (10) calendar days of the Notice of Selection from GDPUD.

The contents of the submitted proposal will be relied upon and incorporated into the awarded contract and shall become a contractual obligation. Failure of the Consultant to agree to include the proposal as part of the contractual agreement will result in the cancellation of the award. GDPUD reserves the right to reject those parts that do not meet with the approval of GDPUD, or to modify the Scope of Services, as agreed by Consultant, in the final negotiated contract.

A sample agreement that will be used for this contract is included as Attachment A. GDPUD will require the selected Consultant to provide the indemnification and insurance required per the attached sample agreement. Consultant is advised to pay close attention to the indemnification and insurance requirements. Execution of an agreement does not guarantee Consultant will receive any assignments. Assignment of work under this Agreement will be by task order as approved by the General Manager.

## **SECTION 6 — QUESTIONS**

If you have any questions regarding this RFP, prior to August 30, 2019, please email:

Steven Palmer, General Manager

Email: [spalmer@gd-pud.org](mailto:spalmer@gd-pud.org)

**ATTACHMENT A**

**SAMPLE PROFESSIONAL SERVICES AGREEMENT**



## PROFESSIONAL SERVICES AGREEMENT

**THIS PROFESSIONAL SERVICES AGREEMENT** ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 201\_\_, (the "Effective Date") by and between the Georgetown Divide Public Utilities District, a California Public Utilities District ("District"), and \_\_\_\_\_ ("Consultant"). District and Consultant may herein be referred to individually as a "Party" and collectively as the "Parties". There are no other parties to this Agreement.

### RECITALS

- A. District has determined that consultant services are required for \_\_\_\_\_ (the "Project").
- B. Consultant has submitted a proposal to District that includes a scope of proposed consultant services, attached hereto and described more fully in **Exhibit A** ("Services").
- C. Consultant represents that it is qualified, willing and able to provide the Services to District, and that it will perform Services related to the Project according to the rate schedule included in the scope of proposed consultant services attached hereto as **Exhibit B** (the "Rates").

**NOW, THEREFORE**, in consideration of the promises and covenants set forth below, the Parties agree as follows:

### AGREEMENT

1. **Recitals.** The recitals set forth above ("Recitals") are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Sections 1 through 20 of this Agreement, Section 1 through 20 shall prevail.
2. **Consulting Services.** Consultant agrees, during the term of this Agreement, to perform the Services for District in connection with the Project. Any request for services in addition to the Services described in **Exhibit A** will be considered a request for additional consulting services and not compensated unless the Parties otherwise agree in writing. No subcontract shall be awarded or an outside consultant engaged by Consultant unless prior written approval is obtained from District.
3. **Compensation.** District shall pay Consultant according to the fee schedule set forth in **Exhibit B** for a time and materials cost not to exceed \_\_\_\_\_, as full remuneration for the performance of the Services. Consultant agrees to maintain a log of time spent in connection with performing the Services. On a monthly basis, Consultant shall provide District, in reasonable and understandable detail, a description of the services rendered pursuant to the Services and in accordance with the Rates. If the work is satisfactorily completed, District shall pay such invoice within thirty (30) days of its receipt. If District disputes any portion of any invoice, District shall

pay the undisputed portion within the time stated above, and at the same time advise Consultant in writing of the disputed portion.

**5. Term.** This Agreement shall become effective on the Effective Date and will continue in effect for five years, unless terminated earlier as provided in Section 6 or 7 below (the "Term").

**6. Termination.** District may terminate this Agreement prior to the expiration of the Term ("Termination"), without cause or reason, by notifying Consultant in writing of District's desire to terminate this Agreement (the "Termination Notice"). Upon receipt of a Termination Notice, Consultant shall immediately cease performing the Services. Consultant will be entitled to compensation, as of the date Consultant receives the Termination Notice, only for Services actually performed.

**7. Termination for Cause.** Notwithstanding Section 6 above, this Agreement may be terminated by District for cause based on the loss or suspension of any licenses, permits or registrations required for the continued provision of the Services, or Consultant's malfeasance. Termination of the Agreement for cause as set forth in this Section shall relieve District from compensating Consultant.

**8. Confidential Information.** Consultant understands and agrees that, in the performance of Services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information that may be owned or controlled by District and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to District ("Confidential Information").

Consultant shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of District. If District gives Consultant written authorization to make any such disclosure, Consultant shall do so only within the limits and to the extent of that authorization. Such authorization does not guarantee that the District will grant any further disclosure of Confidential Information. Consultant may be directed or advised by the District's General Counsel on various matters relating to the performance of the Services on the Project or on other matters pertaining to the Project, and in such event, Consultant agrees that it will treat all communications between itself, its employees and its subcontractors as being communications which are within the attorney-client privilege.

**9. Performance by Key Employee.** Consultant has represented to District that \_\_\_\_\_ will be the person primarily responsible for the performance of the Services and all communications related to the Services. District has entered into this Agreement in reliance on that representation by Consultant.

**10. Property of District.** The following will be considered and will remain the property of District:

**A. Documents.** All reports, drawings, graphics, working papers and Confidential Information furnished by District in connection with the Services ("Documents").

Nothing herein shall be interpreted as prohibiting or limiting District's right to assign all or some of District's interests in the Documents.

**B. Data.** All data collected by Consultant and produced in connection with the Services including, but not limited to, drawings, plans, specifications, models, flow diagrams, visual aids, calculations, and other materials ("Data"). Nothing herein shall be interpreted as prohibiting or limiting District's right to assign all or some of District's interests in the Data.

**C. Delivery of Documents and Data.** Consultant agrees, at its expense and in a timely manner, to return to District all Documents and Data upon the conclusion of the Term or in the event of Termination.

**11. Duties of District.** In order to permit Consultant to render the services required hereunder, District shall, at its expense and in a timely manner:

**A.** Provide such information as Consultant may reasonably require to undertake or perform the Services;

**B.** Promptly review any and all documents and materials submitted to District by Consultant in order to avoid unreasonable delays in Consultant's performance of the Services; and

**C.** Promptly notify Consultant of any fault or defect in the performance of Consultant's services hereunder.

**12. Representations of Consultant.** District relies upon the following representations by Consultant in entering into this Agreement:

**A. Qualifications.** Consultant represents that it is qualified to perform the Services and that it possesses the necessary licenses, permits and registrations required to perform the Services or will obtain such licenses or permits prior to the time such licenses or permits are required. Consultant represents and warrants to District that Consultant shall, at Consultant's sole cost and expense, keep in effect or obtain at all times during the Term of this Agreement, any licenses, permits, and registrations that are legally required for Consultant to practice Consultant's profession at the time the Services are rendered.

**B. Consultant Performance.** Consultant represents and warrants that all Services under this Agreement shall be performed in a professional manner and shall conform to the customs and standards of practice observed on similar, successfully completed projects by specialists in the Services to be provided. Consultant shall adhere to accepted professional standards as set forth by relevant professional associations and shall perform all Services required under this Agreement in a manner consistent with generally accepted professional customs, procedures and standards for such Services. All work or products completed by Consultant shall be completed using the best practices available for the profession and shall be free from any defects. Consultant agrees that, if a Service is not so performed, in addition to all of its obligations

under this Agreement and at law, Consultant shall re-perform or replace unsatisfactory Service at no additional expense to District.

**13. Compliance with Laws and Standards.** Consultant shall insure compliance with all applicable federal, state, and local laws, ordinances, regulations and permits, including but not limited to federal, state, and county safety and health regulations. Consultant shall perform all work according to generally accepted standards within the industry. Consultant shall comply with all ordinances, laws, orders, rules, and regulations, including the administrative policies and guidelines of District pertaining to the work.

**14. Independent Contractor; Subcontracting.** Consultant will employ, at its own expense, all personnel reasonably necessary to perform the Services. All acts of Consultant, its agents, officers, employees and all others acting on behalf of Consultant relating to this Agreement will be performed as independent contractors. Consultant, its agents and employees will represent and conduct themselves as independent contractors and not as employees of District. Consultant has no authority to bind or incur any obligation on behalf of District. Except as District may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever. Consultant is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is expressly approved by District in writing.

**15. Insurance.** Consultant and all of Consultant's contractors and subcontractors shall obtain and maintain insurance of the types and in the amounts described in this paragraph and its subparagraphs with carriers reasonably satisfactory to District.

**A. General Liability Insurance.** Consultant shall maintain occurrence version commercial general liability insurance or an equivalent form with a limit of not less than Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) for each occurrence.

**B. Workers' Compensation Insurance.** Consultant shall carry workers' compensation insurance as required by the State of California under the Labor Code. Consultant shall also carry employer's liability insurance in the amount of One Million Dollars (\$1,000,000.00) per accident, with a One Million Dollar (\$1,000,000.00) policy limit for bodily injury by disease, and a One Million Dollar (\$1,000,000.00) limit for each employee's bodily injury by disease.

**C. Automobile Insurance.** Consultant shall carry automobile insurance for the vehicle(s) Consultant uses in connection with the performance of this Agreement in the amount of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.

**D. Errors and Omissions Liability.** Consultant shall carry errors and omissions liability insurance in the amount of no less than One Million Dollars (\$1,000,000.00) per occurrence or greater if appropriate for the Consultant's profession. Architects and engineers' coverage is to be endorsed to include contractual liability. Any deductibles or self-insured

retentions must be declared to and approved by the District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the District, elected and appointed councils, commissions, directors, officers, employees, agents, and representatives ("District's Agents"); or the Consultant shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claims administration and defense expenses.

**E. Other Insurance Requirements.** Within five (5) days of the Effective Date, Consultant shall provide District with certificates of insurance for all of the policies required under this Agreement ("Certificates"), excluding the required worker's compensation insurance. Such Certificates shall be kept current for the Term of the Agreement and Consultant shall be responsible for providing updated copies and notifying District if a policy is cancelled, suspended, reduced, or voided. With the exception of the worker's compensation insurance, all of the insurance policies required in this Agreement shall: (a) provide that the policy will not be cancelled, allowed to expire, or materially reduced in coverage without at least thirty (30) days' prior written notice to District of such cancellation, expiration, or reduction and each policy shall be endorsed to state such; (b) name District, and District's Agents as additional insureds with respect to liability arising out of Services, work or operations performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied, or used by the Consultant, or automobiles owned, leased, or hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the District; (c) be primary with respect to any insurance or self-insurance programs covering District or District's Agents and any insurance or self-insurance maintained by District or District's Agents shall be in excess of Consultant's insurance and shall not contribute to it; (d) contain standard separation of insured provisions; and (e) state that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to the District.

**16. Indemnification.** Consultant hereby agrees to indemnify and hold harmless District, its agents, officers, employees and volunteers, against all liability, obligations, claims, loss, and expense (a) caused or created by Consultant, its subcontractors, or the agents or employees of either, whether negligent or not, pertaining to or related to acts or omissions of Consultant in connection with the Services, or (b) arising out of injuries suffered or allegedly suffered by employees of Consultant or its subcontractors (i) in the course of their employment, (ii) in the performance of work hereunder, or (iii) upon premises owned or controlled by District. Consultant's obligation to defend, indemnify and hold District and its agents, officers, employees and volunteers harmless is not terminated by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

**17. Consequential Damages.** Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

**18. Litigation.** In the event that either Party brings an action under this Agreement for the breach or enforcement hereof, or must incur any collection expenses for any amounts due hereunder the prevailing Party in such action shall be entitled to its costs including reasonable attorney's fees, whether or not such action is prosecuted to judgment.

**19. Notices.** Any notice or communication required hereunder between District or Consultant must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Notices given by registered or certified mail shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, (b) on the date delivered as shown on a receipt issued by the courier, or (c) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the addresses in this paragraph set forth below:

If to District: Georgetown Divide Public Utility District  
P.O. Box 4240  
6425 Main Street  
Georgetown, CA 95634  
Attention: General Manager

With courtesy copies to: Churchwell White LLP  
1414 K Street, 3rd Floor  
Sacramento, California 95814  
Attention: Barbara A. Brenner, Esq.

If to Consultant:  
Attention:

**20. General Provisions.**

**A. Modification.** No alteration, modification, or termination of this Agreement shall be valid unless made in writing and executed by all Parties.

**B. Waiver.** The waiver by any Party of a breach of any provision hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach hereof unless specifically stated in writing.

**C. Assignment.** No Party shall assign, transfer, or otherwise dispose of this Agreement in whole or in part to any individual, firm, or corporation without the prior written consent of the other Party. Subject to the forgoing provisions, this Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties.

**D. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of California.

**E. Venue.** Venue for all legal proceedings shall be in the Superior Court of California for the County of El Dorado.

**F. Partial Invalidity.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

**G. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall be deemed a single agreement.

**H. Severability.** If any term, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in effect.

**I. Audit.** District shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Consultant's charges to District under this Agreement.

**J. Entire Agreement.** This Agreement sets forth the entire understanding between the Parties as to the subject matter of this Agreement and merges all prior discussions, negotiations, proposal letters or other promises, whether oral or in writing.

**K. Headings Not Controlling.** Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

**L. Time is of the Essence.** Time is of the essence in this Agreement for each covenant and term of a condition herein.

**M. Drafting and Ambiguities.** Any rule of construction that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the last day and date below written.

**DISTRICT:**

GEORGETOWN DIVIDE PUBLIC  
UTILITIES DISTRICT, a California Public  
Utilities District

By: \_\_\_\_\_  
Steven V. Palmer, General Manager

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Barbara A. Brenner, General Counsel

**CONSULTANT:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT A**

**Services**

## **EXHIBIT B**

### **Rates**

**ATTACHMENT B**



# CAPITAL IMPROVEMENT PLAN 2019/2020 TO 2023/2024

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

ADOPTED

June 4, 2019

**TABLE OF CONTENTS**

**I. Introduction..... 2**

**II. Infrastructure ..... 2**

**III. Funding Sources ..... 3**

**IV. Project Summary ..... 6**

**APPENDIX A - Project Descriptions**

ADOPTED

## **I. Introduction**

Georgetown Divide Public Utility District's (District) five-year Capital Improvement Plan (CIP) is a multi-year planning instrument to guide the construction of new facilities/infrastructure; and for the expansion, rehabilitation or replacement of existing District assets. The five-year CIP is developed by Staff and adopted by the Board of Directors, then becomes the guiding document for the prioritization of projects.

The information included in the CIP is based on the current information available and updated regularly to reflect changing priorities, funding availability and project completion. A new five-year CIP will be submitted to the Board annually with recommended adjustments to project budgets, funding sources, descriptions, and/or schedules. Inclusion of a project in the CIP does not commit the District to specific expenditures or appropriations for any particular project.

The CIP includes all projects and programs expected to be undertaken during the next five fiscal years. Specific projects and related schedules are selected based upon:

- Availability of funding
- Minimizing disruptions associated with construction activity
- Board direction

Approximately \$8.6 million in CIP programs and projects over the next five years have been identified.

## **II. Infrastructure**

District infrastructure includes the water and wastewater physical structures, systems, and facilities needed to provide services to customers and for the functioning of a community and its economy. Infrastructure impacts public health, safety, and the quality of life for District customers and residents. Decisions made regarding infrastructure projects are very important because they are generally large and expensive, and the assets created will require decades of public use.

The District is responsible for maintaining the following infrastructure:

- Over 70 miles of canals
- Over 200 miles of water pipeline
- Two (2) water treatment plants
- Ten (10) water storage tanks
- Five (5) pumping stations
- Three (3) reservoirs
- Two (2) State regulated dams
- Two (2) miles of sewer pipelines
- Five (5) community wastewater disposal fields
- Corporation yard and office building

Providing ongoing maintenance and repair, such as repairing or replacing water and wastewater piping, is vital for maintaining the condition of assets. When maintenance and repair is not fully funded, deferred maintenance and capital improvement costs increase significantly. The District has not fully funded maintenance and repair due to tight budgetary constraints and competing priorities for several years. As a result the District now has a multi-million dollar backlog in deferred maintenance of water treatment and distribution system, wastewater collection and disposal system, and District buildings and facilities. Without adequate investment, these deferred maintenance costs will increase significantly over time.

Compounding the problem, as assets continue to deteriorate, the cost of repair exponentially increases and can result in peripheral damage. For example, deferring roof replacement could later result in needing to replace the roof structural members, walls, and floor of a building.

### III. Funding Sources

The Five-Year CIP is funded by various unrestricted and restricted funds. Unrestricted funds are free from external restrictions and can be used for any purpose, as directed by the Board. For example, the District's General Fund is an unrestricted fund. The General Fund is primarily made up of funding from water sales, and property tax revenue. Restricted funds are legally required to be used for a specific purpose. For example, ALT Zone Funds can only be used to fund activities within the wastewater zone. Other examples of restricted funding sources include local, state, and federal grants and loans; and capital facility charges. A detailed description of the various funding sources is presented in the following table.

Funding Source	Description and Restrictions
<b>Capital Reserve</b>	<b>Description:</b>
	These are funds set aside at Board direction to fund capital improvements to the water system. The original source of these funds is water sales, property tax, and other General Fund revenues.
<b>Capital Reserve</b>	<b>Restrictions:</b>
	These funds are not legally restricted, however they have been designated by the Board to be used to fund capital improvements to the water system.
<b>ALT WTP Capital Reserve</b>	<b>Description:</b>
	These are funds set aside at Board direction to fund construction of the new ALT Water Treatment Plant. The original source of these funds is water sales, property tax, and other General Fund revenues.
	<b>Restrictions:</b>
<b>ALT WTP Capital Reserve</b>	These funds are not legally restricted, however they have been designated by the Board to be used to fund construction of the new ALT Water Treatment Plant.

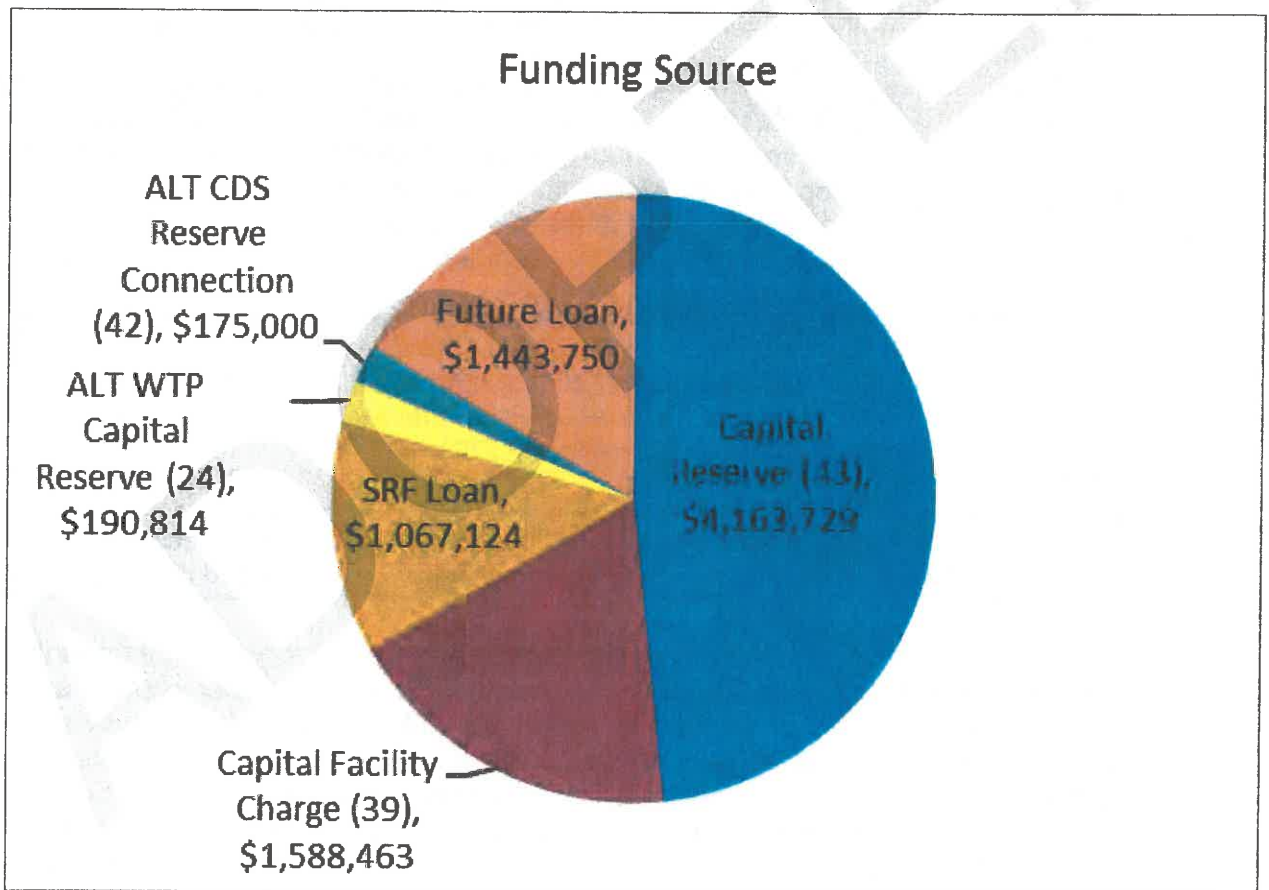
Funding Source	Description and Restrictions
Grant and Loan Funding	<b>Description:</b> Some projects are entirely or partially funded by grants, reimbursements, or loans from the State and federal government, as well as other agencies.
	<b>Restrictions:</b> Funding restrictions related to grant and loan funding can vary greatly, and each grant will have specific project restrictions related to the funding source.
Capital Facility Charge	<b>Description:</b> In 2005, the District retained Stantec to prepare a Capital Facility Charge Study, analyzing the impact of development on certain capital facilities and to calculate impact fees based on that analysis. The methods used to calculate impact fees in the study were intended to satisfy all legal requirements.
	<b>Restrictions:</b> By Law impact fees can only be collected to cover the impact of new development on existing infrastructure. Impact fees cannot be used to correct "existing deficiencies". This fund is used to accumulate funds from new or proposed development to pay for Water System Capital Improvements needed to support new development.
ALT CDS Reserve	<b>Description:</b> These funds are collected from properties within the wastewater zone at Auburn Lake Trails subdivision that are connected to the community disposal system (CDS).
	<b>Restrictions:</b> Funds collected in this fund can only be used to inspect, monitor, operate, and maintain the wastewater collection and disposal system.

The CIP includes Projects that support the treatment and delivery of water throughout the District, upgrading infrastructure and improvements to existing water system; as well as collection and disposal of wastewater within the Auburn Lake Trails subdivision. The District complies with all applicable local, state and federal regulations related to water and wastewater. Funding for water projects is from water rates, property taxes bonds, grants, and development impact fees. Funding for wastewater projects is from fees collected from properties within the wastewater zone at Auburn Lake Trails subdivision. The table below summarizes the funding source for projects by fiscal year.



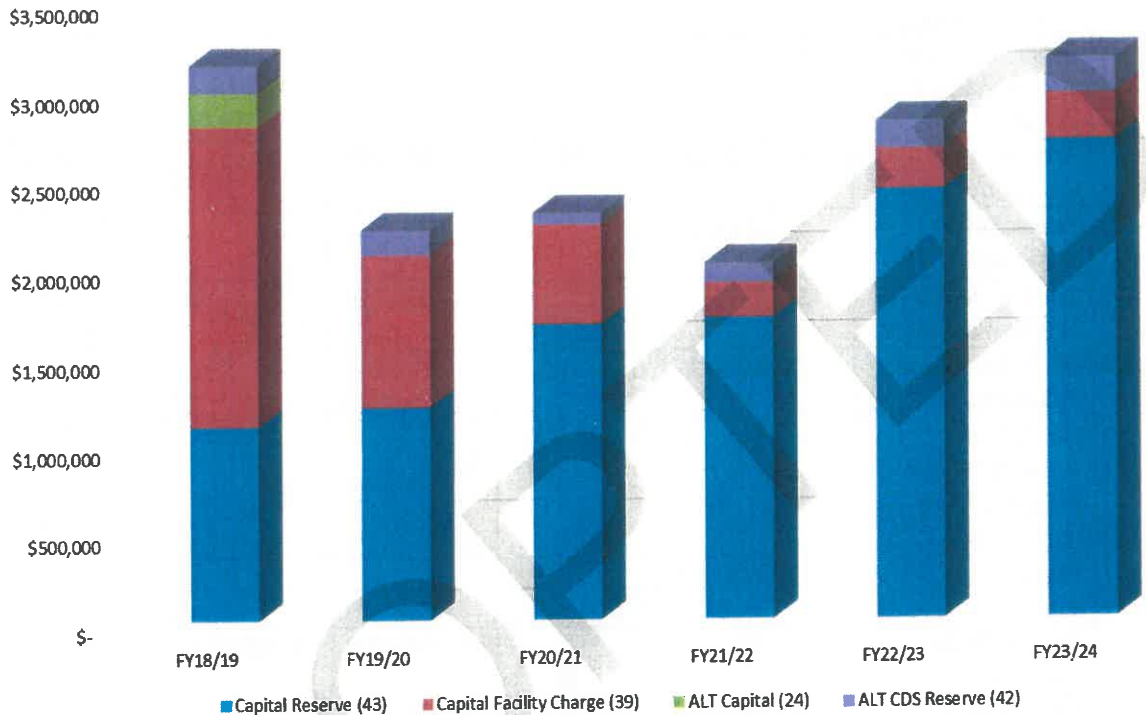
Fund	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	TOTAL 2019-2024
Capital Reserve	\$1,386,435	\$558,337	\$1,021,685	\$372,550	\$824,722	\$4,163,729
Capital Facility Charge	\$ 862,500	\$329,213	\$396,750	\$0	\$0	\$1,588,463
ALT WTP Capital Reserve	\$ 190,814	\$0	\$0	\$0	\$0	\$ 190,814
SRF Loan	\$1,067,124	\$0	\$0	\$0	\$0	\$1,067,124
Future Loan	\$1,443,750	\$0	\$0	\$0	\$0	\$1,443,750
ALT CDS Reserve	\$ 55,000	\$ 120,000	\$0	\$0	\$0	\$ 175,000
<b>Total</b>	<b>\$5,009,123</b>	<b>\$1,007,550</b>	<b>\$1,418,435</b>	<b>\$372,550</b>	<b>\$824,722</b>	<b>\$8,632,380</b>

The following chart illustrates funding sources for all five fiscal years in the CIP.



The last chart depicts end of year fund balance projections for capital reserve funds. These are based on Fiscal Year 2018/2019 end of year projected fund balances, and the spending plan as outlined in this CIP.

Capital Reserve Balance



#### IV. Project Summary

Capital improvement projects programmed in the 2019/2020 to 2023/2024 Capital Improvement Plan are listed below. A project is only listed if there is funding programmed during Fiscal Year 2019/20 through Fiscal Year 2023/24. Detailed project costs estimates with expenditure plans for each project listed below are included in Appendix A.

Project	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	TOTAL 2019-2024
Upcountry Ditch Rehabilitation	\$ 138,000	\$ 526,500	\$526,500	--	--	\$ 1,191,000
ALT WTP	\$1,257,938	--	--	--	--	\$ 1,257,938
Reservoir & Stream Gauging	\$ 208,460	--	--	--	--	\$ 208,460
Office and Corp Yard Building Roof Repairs	\$ 15,000	--	--	--	--	\$ 30,000
Annual Tank Recoating	\$ 230,000	\$ 261,050	\$ 266,800	\$ 272,550	\$ 278,300	\$ 1,308,700
Repair Safety Walkways	\$ 10,000	--	--	--	--	\$ 10,000
Treated Water Line Replacement	\$ 379,500	--	\$ 396,750	--	\$ 412,850	\$ 1,189,100
2018 Main Canal Reliability	\$ 345,000	--	--	--	--	\$ 345,000
North Fork American River Pumping Plant Evaluation	--	\$ 100,000	--	--	--	\$ 100,000
Meter Replacement	\$1,925,000	--	--	--	--	\$1,925,000
Annual Canal Lining	--	--	\$ 100,000	\$ 100,000	--	\$ 200,000
Old ALT WTP Demolition	\$ 75,000	--	--	--	--	\$ 75,000
Replace Pump Stations	\$ 123,400	--	\$ 128,385	--	\$ 133,572	\$ 385,357
Rehabilitate District Parking Lots	\$ 121,325	--	--	--	--	\$ 121,325
Install Backup Generator	\$ 22,000	--	--	--	--	\$ 22,000
Rebuild Filter at Walton Lake Treatment Plant	\$ 100,000	--	--	--	--	\$ 100,000
Engineering Evaluation of CDS Field	\$ 48,500	--	--	--	--	\$ 48,500
Manhole Sealing	\$ 10,000	--	--	--	--	\$ 10,000
Wastewater Lift Station Upgrade	--	\$ 120,000	--	--	--	\$ 120,000
<b>Total</b>	<b>\$5,009,123</b>	<b>\$1,007,550</b>	<b>\$1,418,435</b>	<b>\$ 372,550</b>	<b>\$ 824,722</b>	<b>\$8,632,380</b>

**APPENDIX A**

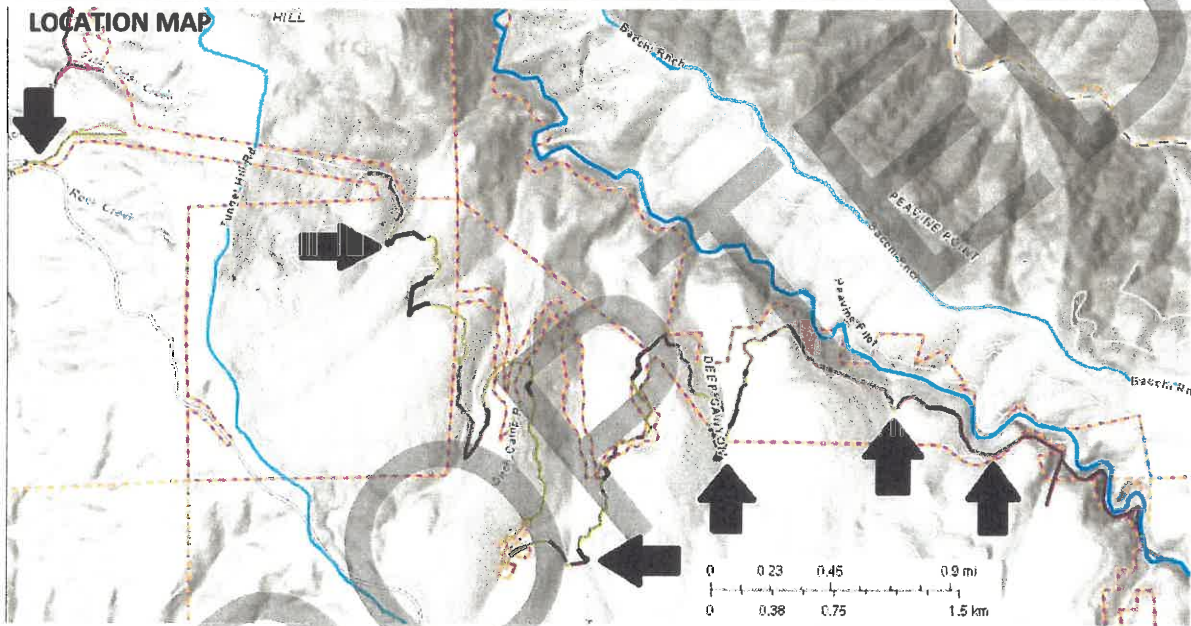
ADOPTED

**PROJECT NAME:** Reservoir and Stream Gauging

**PROJECT NUMBER:** 911

**PROJECT DESCRIPTION:**

This Project will install necessary gages located at direct diversions to comply with Senate Bill 88. The bill requires all water rights holders to measure and report use of diversions. This Project includes contracting development of engineering plans and construction.



**PHOTOS**

**Project Name:** Reservoir and Stream Gauging Improvements  
**Project Number:** 911  
**Project Description:** Improve gauging of direct diversions and storage as required by SB88  
**Funding Sources:**

Sources	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
CABY Grant (9)								0
Capital Reserve (43)	26,500	208,460						234,960
Prior Reimbursements Received (35)								0
Capital Facility Charge (39)								0
ALT WTP Capital Reserve (24)								0
ALT Zone Fund (40)								0
ALT Tank Replacement Loans & Repair (41)								0
ALT CDS Reserve Connection (42)								0
Grants (EPA)								0
SRF Loan								0
General Fund (10)								0
Other (EDCWA Cost Share)								0
Unfunded								0
<b>Total</b>	<b>26,500</b>	<b>208,460</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>234,960</b>

**Project Cost Estimate:**

Elements	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
Preliminary Engineering (7020)	8,100	8,000						16,100
Environmental (7021)		41,650						41,650
Land/ROW Acquisition (7022)								0
Construction Engineering (7024)	2,400	33,060						35,460
Construction Contract (7023)	16,000	125,750						141,750
Other CIP Costs (7025)								0
Other - TBD								0
<b>Total</b>	<b>26,500</b>	<b>208,460</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>234,960</b>

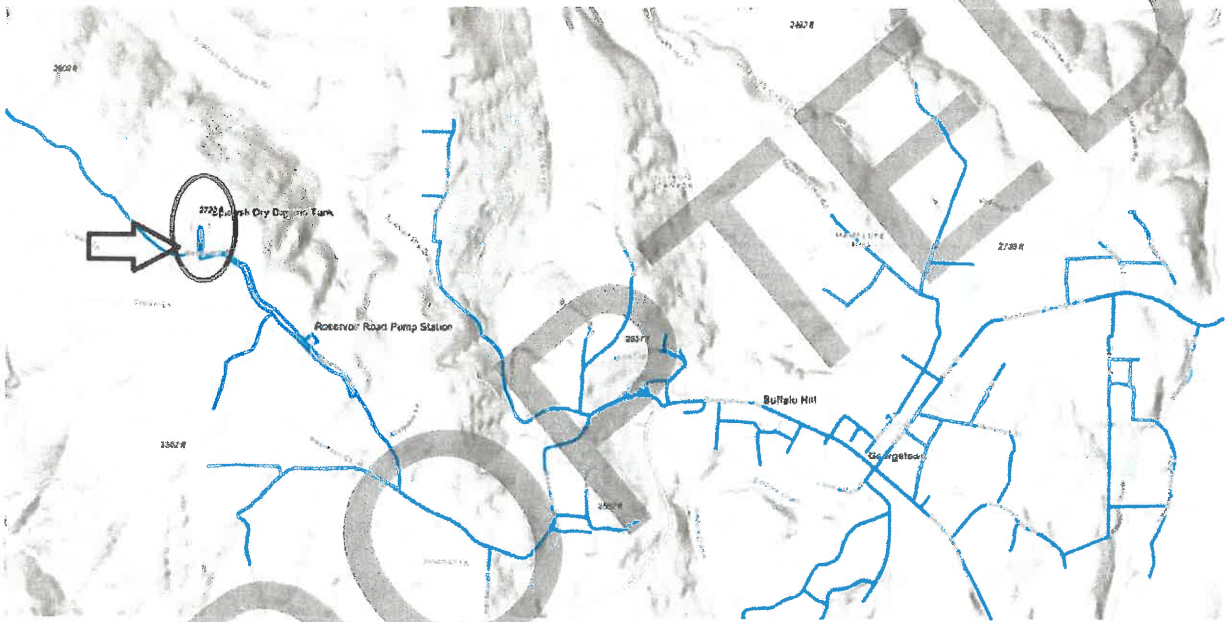
**PROJECT NAME:** Annual Tank Recoating

**PROJECT NUMBER:** 914

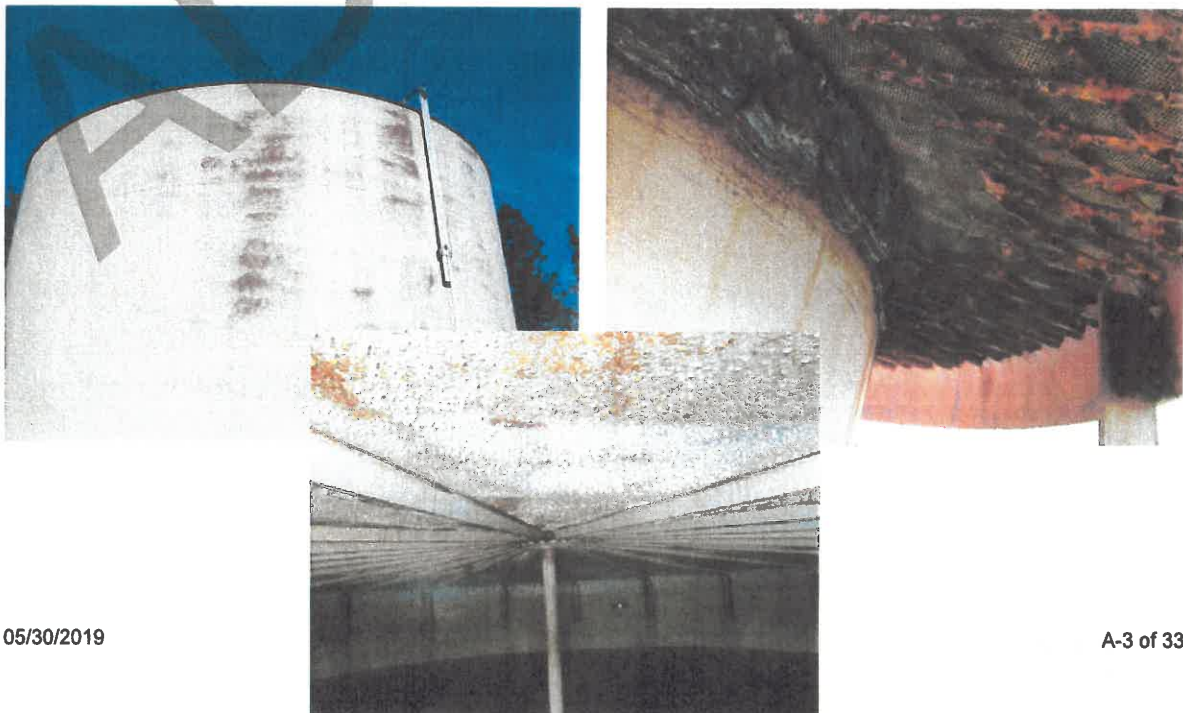
**PROJECT DESCRIPTION:**

This Project will recoat the interior and exterior of one of ten treated water storage tanks. For Fiscal Year 2019/2020, the District plans on recoating the Spanish Dry Diggins Tank. This is an important maintenance technique to prolong the life of a critical piece of District infrastructure

**LOCATION MAP**



**PHOTOS**



**Project Name:** Annual Tank Recoating  
**Project Number:** 914  
**Project Description:** Recoat interior and exterior of water storage tank  
**Funding Sources:**

Sources	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
CABY Grant (9)								0
Capital Reserve (43)		230,000	261,050	266,800	272,550	278,300		1,308,700
Prior Reimbursements Received (35)								0
Capital Facility Charge (39)								0
ALT WTP Capital Reserve (24)								0
ALT Zone Fund (40)								0
ALT Tank Replacement Loans & Repair (41)								0
ALT CDS Reserve Connection (42)								0
Grants (EPA)								0
SRF Loan								0
General Fund (10)								0
Other								0
Unfunded								0
<b>Total</b>	0	230,000	261,050	266,800	272,550	278,300	0	1,308,700

**Project Cost Estimate:**

Elements	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
Preliminary Engineering (7020)		0	0	0	0	0		0
Environmental (7021)								0
Land/ROW Acquisition (7022)								0
Construction Engineering (7024)		30,000	30,000	31,000	32,000	33,000		156,000
Construction Contract (7023)		170,000	197,000	201,000	205,000	209,000		982,000
Other CIP Costs (7025)		30,000	34,050	34,800	35,550	36,300		170,700
Other - TBD								0
<b>Total</b>	0	230,000	261,050	266,800	272,550	278,300	0	1,308,700



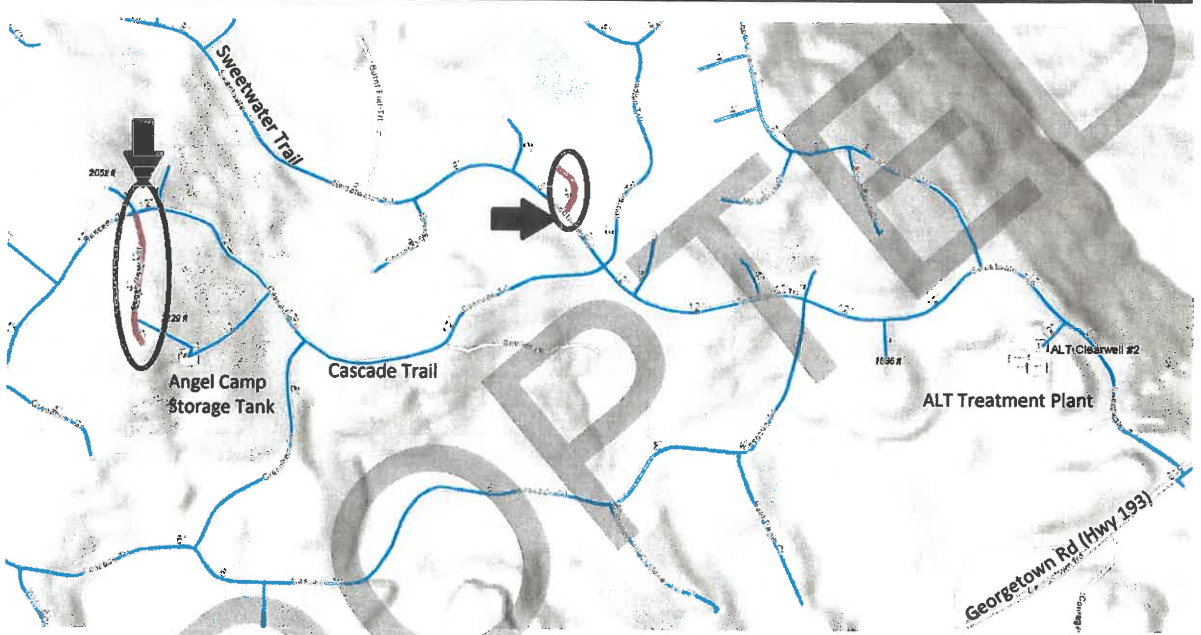
**PROJECT NAME:** 2018 Treated Water Line Replacement/Rehab

**PROJECT NUMBER:** 922

**PROJECT DESCRIPTION:**

This Project will replace and rehabilitate treated water lines in Kit Fox Court and Angel Camp Court (approximately 1,350 linear feet). These water lines have experienced a higher than expected rate of breakage. Staff has also determined that much of these water lines materials and bedding do not meet current engineering and construction standards.

**LOCATION MAP**



**PHOTOS**

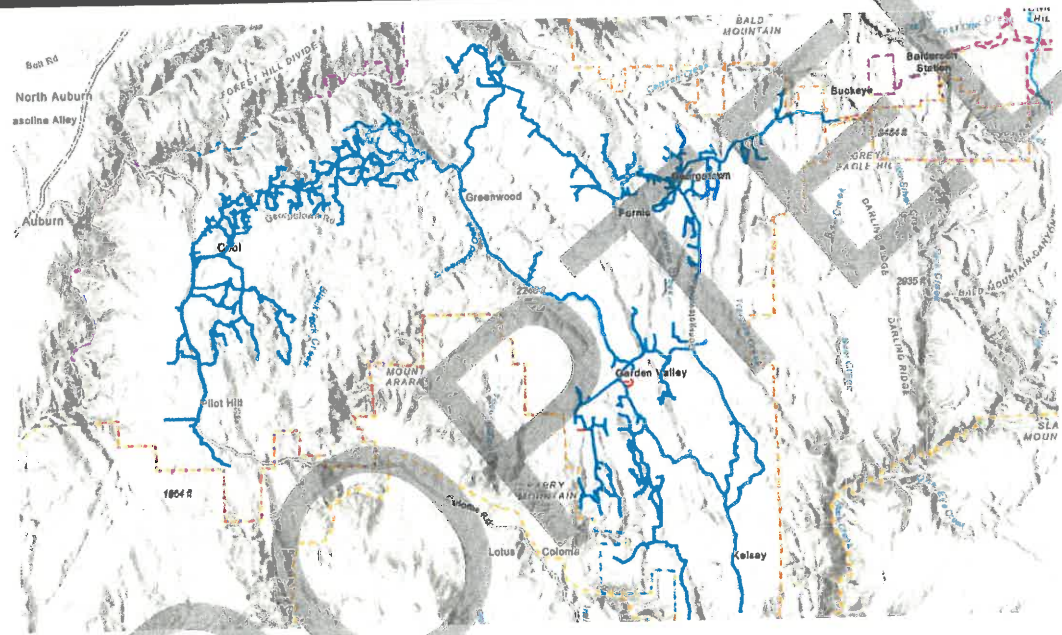


**PROJECT NAME:** Annual Treated Water Line Replacement/Rehab

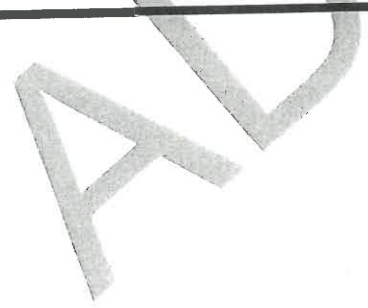
**PROJECT NUMBER:** TBD

**PROJECT DESCRIPTION:**  
This Project will annually replace or rehabilitate treated water lines. Water line selection will be based on recent failure rate, criticality of facility, pipe material, pipe age, and available funding. No water lines are planned for Fiscal Year 2019/2020.

**LOCATION MAP**



**PHOTOS**



**Project Name:** 2018 Treated Water Line Replacement/Rehab  
**Project Number:** 922  
**Project Description:** Prioritized replacement or rehabilitation of treated water lines  
**Funding Sources:**

Sources	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
CABY Grant (9)								0
Capital Reserve (43)						412,850		412,850
Prior Reimbursements Received (35)								0
Capital Facility Charge (39)		379,500		396,750				776,250
ALT WTP Capital Reserve (24)								0
ALT Zone Fund (40)								0
ALT Tank Replacement Loans & Repair (41)								0
ALT CDS Reserve Connection (42)								0
Grants (EPA)								0
SRF Loan								0
General Fund (10)								0
Other (EDCWA Cost Share)								0
Unfunded								0
<b>Total</b>	0	379,500	0	396,750	0	412,850	0	1,189,100

**Project Cost Estimate:**

Elements	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
Preliminary Engineering (7020)		60,000		63,000		65,000		188,000
Environmental (7021)								0
Land/ROW Acquisition (7022)								0
Construction Engineering (7024)		30,000		32,000		34,000		96,000
Construction Contract (7023)		240,000		250,000		260,000		750,000
Other CIP Costs (7025)		49,500		51,750		53,850		155,100
Other - TBD								0
<b>Total</b>	0	379,500	0	396,750	0	412,850	0	1,189,100

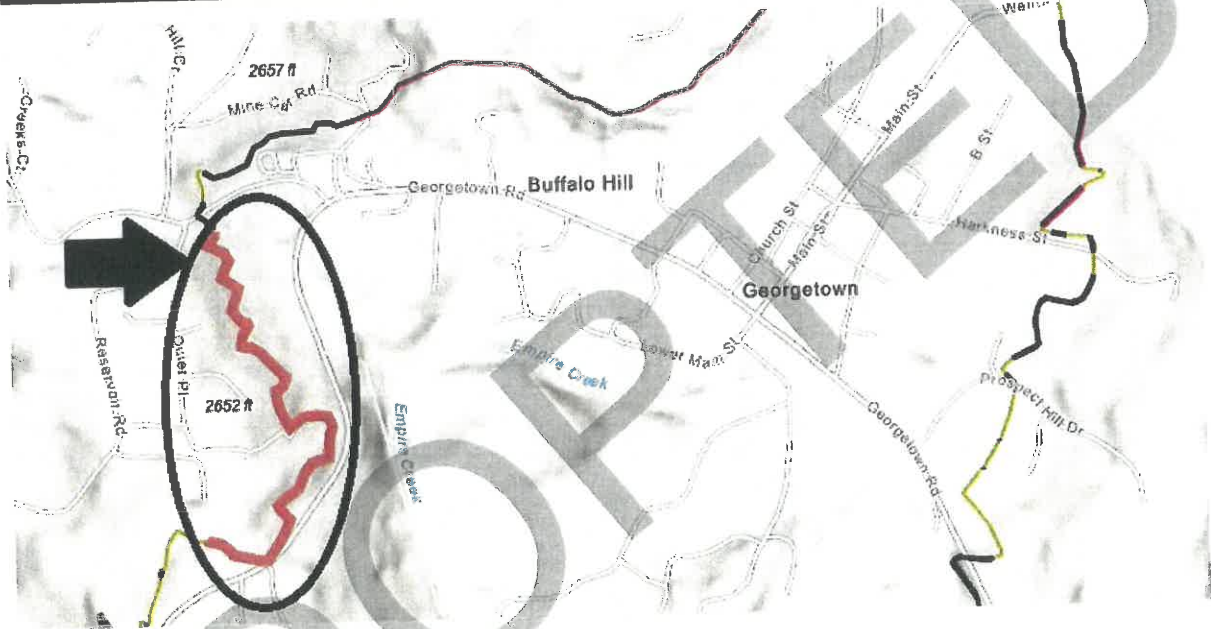
**PROJECT NAME:** 2018 Main Canal Reliability

**PROJECT NUMBER:** 924

**PROJECT DESCRIPTION:**

This Project will line a section of the Main Ditch identified as a priority segment in the 2002 Water System Reliability Study by KASL Engineering Consultants. This section of the Main Ditch delivers raw water to the Auburn Lake Trails Treatment Plant and irrigation water customers. It is an earthen canal that is prone to erosion and leakage. Anticipated improvement is to gunite or reinforce 2,500 linear feet of ditch between Spanish Dry Diggins Road to Taylor Mine Outlet.

**LOCATION MAP**



**PHOTOS**



**Project Name:** 2018 Main Canal Reliability  
**Project Number:** 924  
**Project Description:** Prioritized repair and lining of Main Canal  
**Funding Sources:**

Sources	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
CABY Grant (9)								0
Capital Reserve (43)								0
Prior Reimbursements Received (35)								0
Capital Facility Charge (39)		345,000						345,000
ALT WTP Capital Reserve (24)								0
ALT Zone Fund (40)								0
ALT Tank Replacement Loans & Repair (41)								0
ALT CDS Reserve Connection (42)								0
Grants (EPA)								0
SRF Loan								0
General Fund (10)								0
Other (EDCWA Cost Share)		0						0
Unfunded								0
<b>Total</b>	0	345,000	0	0	0	0	0	345,000

**Project Cost Estimate:**

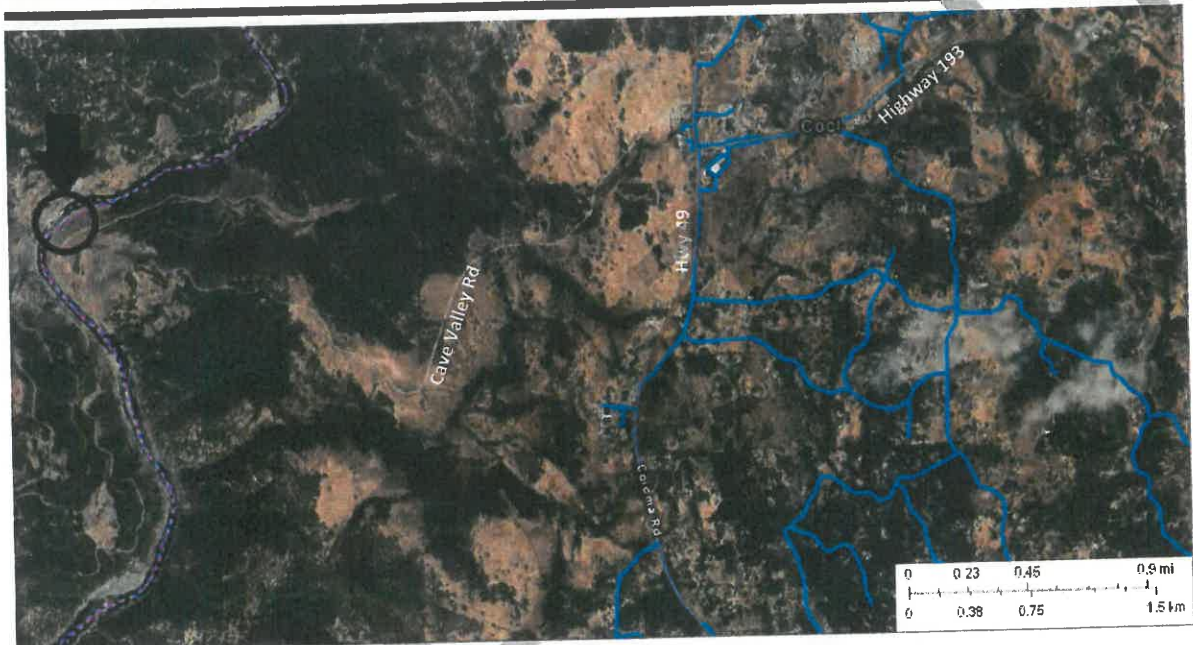
Elements	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
Preliminary Engineering (7020)		54,000						54,000
Environmental (7021)								0
Land/ROW Acquisition (7022)								0
Construction Engineering (7024)		30,000						30,000
Construction Contract (7023)		216,000						216,000
Other CIP Costs (7025)		45,000						45,000
Other - TBD								0
<b>Total</b>	0	345,000	0	0	0	0	0	345,000

**PROJECT NAME:** North Fork American River Pumping Plant

**PROJECT NUMBER:** TBD

**PROJECT DESCRIPTION:**  
This Project would provide the District an alternative source of water in the case of drought or failure of the raw water conveyance from Stumpy Meadows Reservoir. The Project would provide the ability to draw water from the American River. This option was reviewed in the 2009 Options to Increase Water Supply study by California Water Consulting. The first phase of this Project includes a water rights analysis, conceptual engineering design, and evaluation of capital and operating costs.

**LOCATION MAP**



**PHOTOS**

**Project Name:** North Fork American River Pumping Plant Evaluation  
**Project Number:**  
**Project Description:** Construct infrastructure needed to draw water from NF American River  
**Funding Sources:**

Sources	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
CABY Grant (9)								0
Capital Reserve (43)			100,000					100,000
Prior Reimbursements Received (35)								0
Capital Facility Charge (39)								0
ALT WTP Capital Reserve (24)								0
ALT Zone Fund (40)								0
ALT Tank Replacement Loans & Repair (41)								0
ALT CDS Reserve Connection (42)								0
Grants (EPA)								0
SRF Loan								0
General Fund (10)								0
Other (EDCWA Cost Share)								0
Unfunded							28,500,000	28,500,000
<b>Total</b>	0	0	100,000	0	0	0	28,500,000	28,600,000

**Project Cost Estimate:**

Elements	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
Preliminary Engineering (7020)			100,000				1,900,000	2,000,000
Environmental (7021)							1,000,000	1,000,000
Land/ROW Acquisition (7022)							5,000,000	5,000,000
Construction Engineering (7024)							1,500,000	1,500,000
Construction Contract (7023)							19,100,000	19,100,000
Other CIP Costs (7025)								0
Other - TBD								0
<b>Total</b>	0	0	100,000	0	0	0	28,500,000	28,600,000

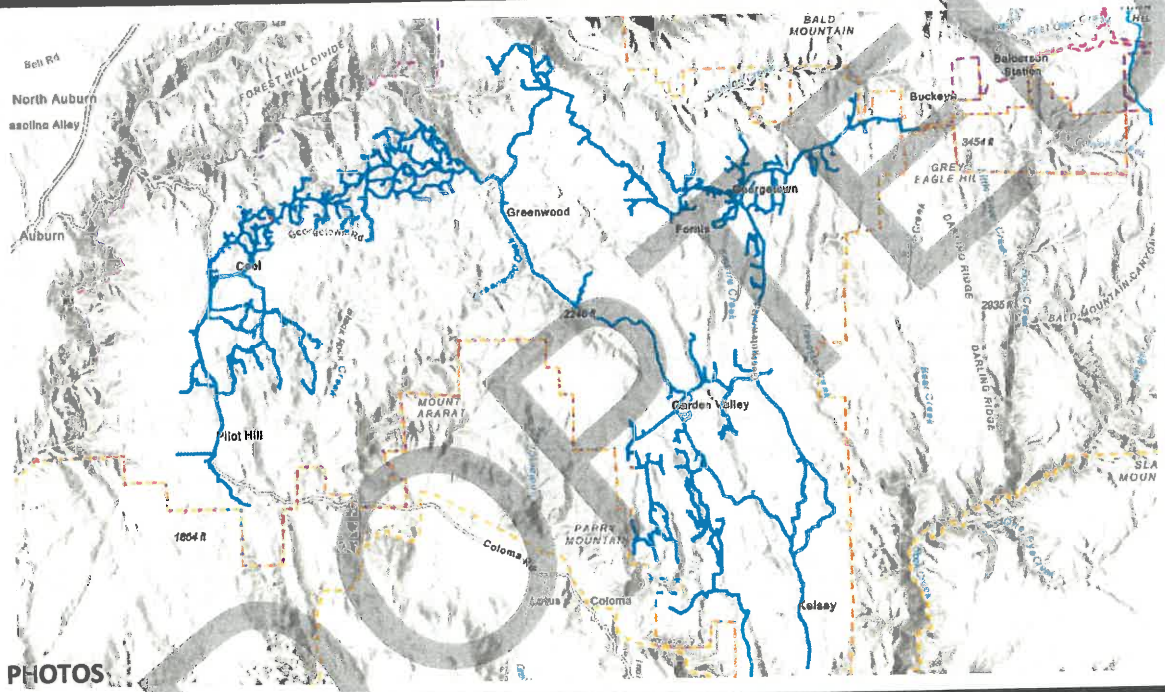
**PROJECT NAME:** Automated Meter Reading and Meter Replacement

**PROJECT NUMBER:** TBD

**PROJECT DESCRIPTION:**

This Project will replace all meters and upgrade the District to an automated meter reading system. District currently reads meters manually with pen and paper, which takes a large amount of staff time and is susceptible to weather and human error. A 2014 Meter Accuracy and Related Water Loss Study reported that the majority of the residential meters were over 26 years old, reading with 92% accuracy, and losing 0.25% accuracy per year. New meters read at 98.5% or better.

**LOCATION MAP**



**PHOTOS**



**Project Name:** Automated Meter Reading and Meter Replacement Project

**Project Number:**

**Project Description:** Replace meters and install automated meter reading hardware and software

**Funding Sources:**

Sources	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
CABY Grant (9)								0
Capital Reserve (43)		481,250						481,250
Prior Reimbursements Received (35)								0
Capital Facility Charge (39)								0
ALT WTP Capital Reserve (24)								0
ALT Zone Fund (40)								0
ALT Tank Replacement Loans & Repair (41)								0
ALT CDS Reserve Connection (42)								0
Grants (EPA)								0
SRF Loan								0
General Fund (10)								0
Other								0
Loan / TBD		1,443,750						1,443,750
<b>Total</b>	0	1,925,000	0	0	0	0	0	1,925,000

**Project Cost Estimate:**

Elements	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
Preliminary Engineering (7020)								0
Environmental (7021)								0
Land/ROW Acquisition (7022)								0
Construction Engineering (7024)		150,000						150,000
Construction Contract (7023)		1,738,000						1,738,000
Other CIP Costs (7025)		37,000						37,000
Other - TBD								0
<b>Total</b>	0	1,925,000	0	0	0	0	0	1,925,000

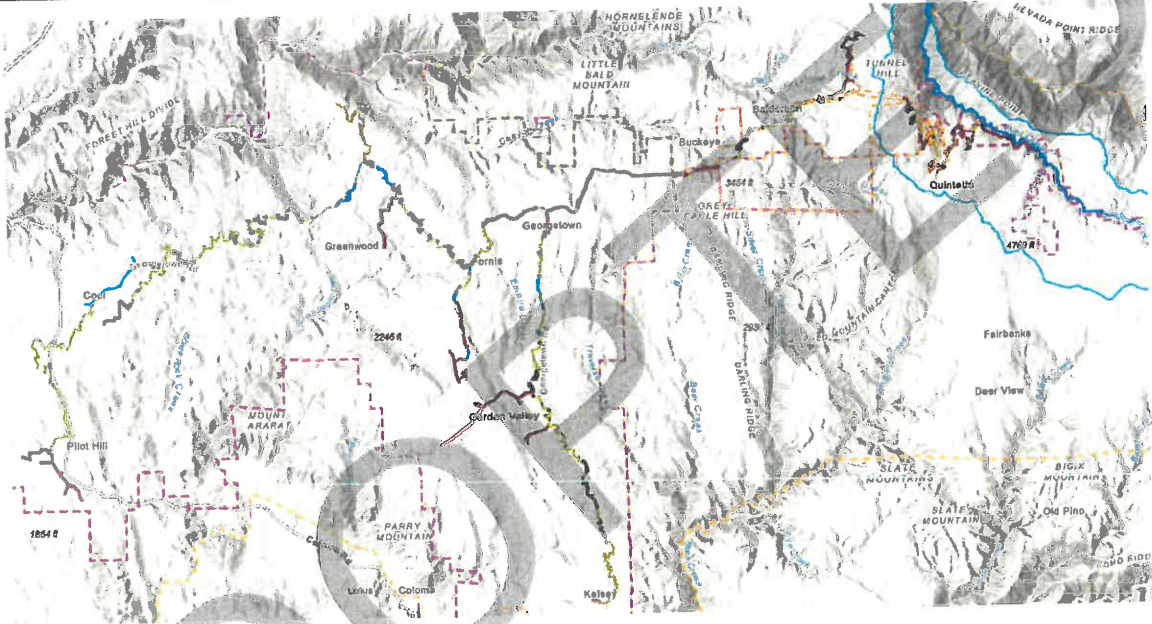
**PROJECT NAME:** Annual Canal Lining

**PROJECT NUMBER:** TBD

**PROJECT DESCRIPTION:**

This Project will line repair and line short segments of canals and ditches as funds are available. No work is planned for Fiscal Year 2019/2020.

**LOCATION MAP**



**PHOTOS**

**Project Name:** Annual Canal Lining  
**Project Number:**  
**Project Description:** Prioritized repair and lining of canals and ditches  
**Funding Sources:**

Sources	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
CABY Grant (9)								0
Capital Reserve (43)				100,000	100,000			200,000
Prior Reimbursements Received (35)								0
Capital Facility Charge (39)	40,000							40,000
ALT WTP Capital Reserve (24)								0
ALT Zone Fund (40)								0
ALT Tank Replacement Loans & Repair (41)								0
ALT CDS Reserve Connection (42)								0
Grants (EPA)								0
SRF Loan								0
General Fund (10)								0
Other (EDCWA Cost Share)		0						0
Unfunded								0
<b>Total</b>	40,000	0	0	100,000	100,000	0	0	240,000

**Project Cost Estimate:**

Elements	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
Preliminary Engineering (7020)								0
Environmental (7021)								0
Land/ROW Acquisition (7022)								0
Construction Engineering (7024)								0
Construction Contract (7023)	40,000			100,000	100,000			240,000
Other CIP Costs (7025)								0
Other - TBD								0
<b>Total</b>	40,000	0	0	100,000	100,000	0	0	240,000

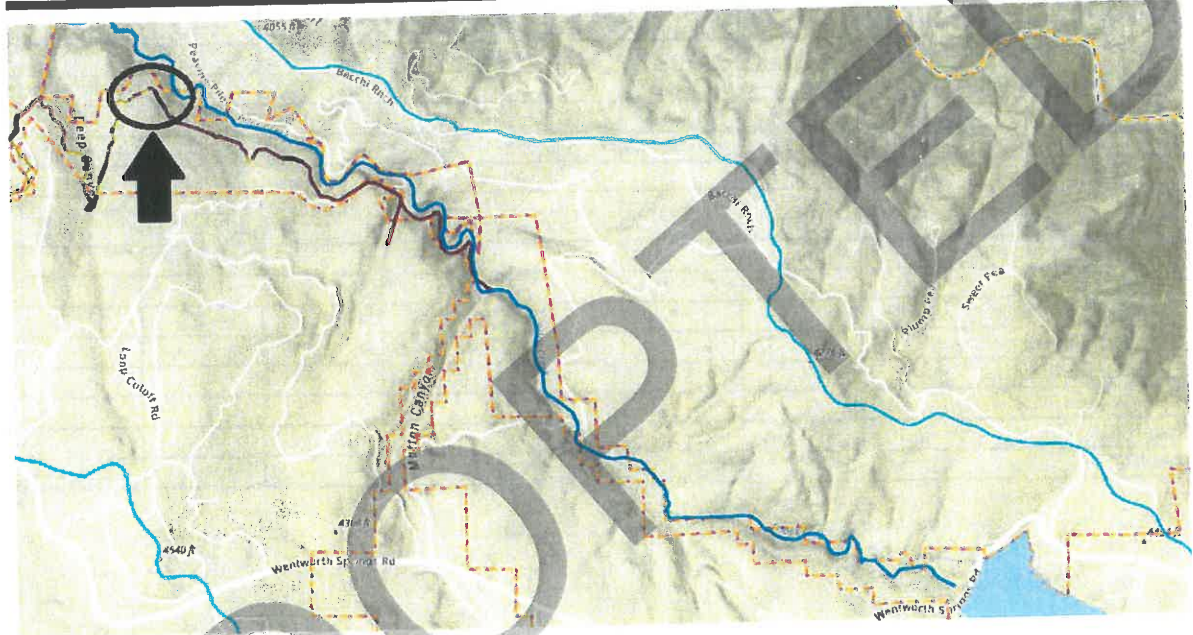
**PROJECT NAME:** Upcountry Ditch Reliability Improvement

**PROJECT NUMBER:** TBD

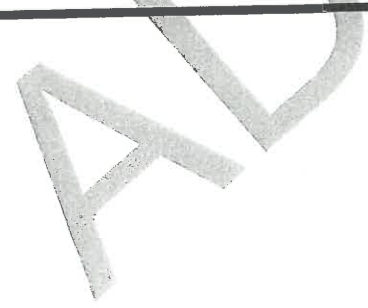
**PROJECT DESCRIPTION:**

This Project will improve a section of the Main Ditch identified as a priority segment in the 2002 Water System Reliability Study by KASL Engineering Consultants. This is a segment of the only conveyance facility that delivers raw water from Stumpy Meadows Reservoir to both water treatment plants and irrigation water customers. It is an earthen canal that is prone to slope failures and leakage. Anticipated improvement is to stabilize the adjacent slope and replace 250 feet of earthen canal with a pipe.

**LOCATION MAP**



**PHOTOS**



**Project Name:** Upcountry Ditch Reliability  
**Project Number:**  
**Project Description:** Prioritized repair of Upcountry Ditch  
**Funding Sources:**

Sources	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
CABY Grant (9)								0
Capital Reserve (43)			197,287	526,500				723,787
Prior Reimbursements Received (35)								0
Capital Facility Charge (39)		138,000	329,213					467,213
ALT WTP Capital Reserve (24)								0
ALT Zone Fund (40)								0
ALT Tank Replacement Loans & Repair (41)								0
ALT CDS Reserve Connection (42)								0
Grants (EPA)								0
SRF Loan								0
General Fund (10)								0
Other (EDCWA Cost Share)								0
Unfunded								0
<b>Total</b>	0	138,000	526,500	526,500	0	0	0	1,191,000

**Project Cost Estimate:**

Elements	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
Preliminary Engineering (7020)		95,000						95,000
Environmental (7021)		43,000						43,000
Land/ROW Acquisition (7022)								0
Construction Engineering (7024)			25,000	25,000				50,000
Construction Contract (7023)			476,500	476,500				953,000
Other CIP Costs (7025)			25,000	25,000				50,000
Other - TBD								0
<b>Total</b>	0	138,000	526,500	526,500	0	0	0	1,191,000

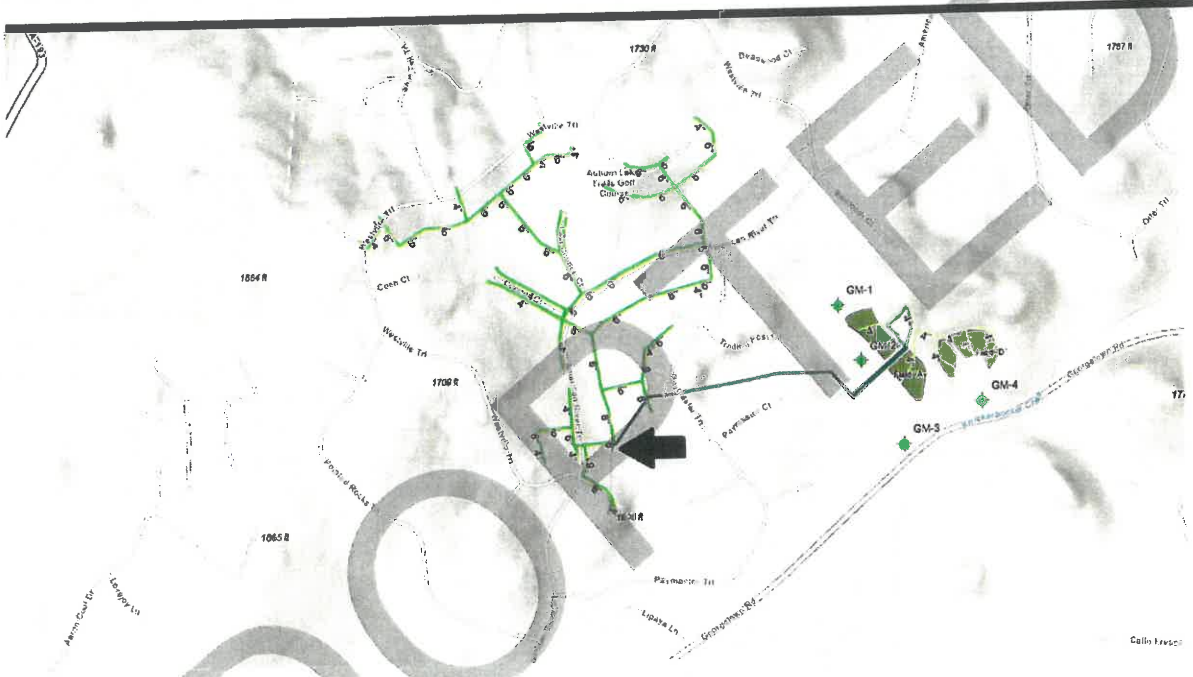
**PROJECT NAME:** Wastewater Lift Station Upgrade

**PROJECT NUMBER:** TBD

**PROJECT DESCRIPTION:**

This Project will upgrade the wastewater lift station in the Auburn Lake Trails Wastewater Zone by replacing the structure and worn out components. No funding is proposed for Fiscal Year 2019/2020.

**LOCATION MAP**



**PHOTOS**



**Project Name:** Wastewater Lift Station Upgrade  
**Project Number:**  
**Project Description:** Upgrade wastewater lift station by replacing worn out components & structure  
**Funding Sources:**

Sources	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	Fy23/24	Future Years	Total
CABY Grant (9)								0
Capital Reserve (43)								0
Prior Reimbursements Received (35)								0
Capital Facility Charge (39)								0
ALT WTP Capital Reserve (24)								0
ALT Zone Fund (40)								0
ALT Tank Replacement Loans & Repair (41)								0
ALT CDS Reserve Connection (42)			120,000					120,000
Grants (EPA)								0
SRF Loan								0
General Fund (10)								0
Other								0
Unfunded								0
<b>Total</b>	0	0	120,000	0	0	0	0	120,000

**Project Cost Estimate:**

Elements	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	Fy23/24	Future Years	Total
Preliminary Engineering (7020)			12,000					12,000
Environmental (7021)								0
Land/ROW Acquisition (7022)								0
Construction Engineering (7024)			6,000					6,000
Construction Contract (7023)			102,000					102,000
Other CIP Costs (7025)								0
Other - TBD								0
<b>Total</b>	0	0	120,000	0	0	0	0	120,000

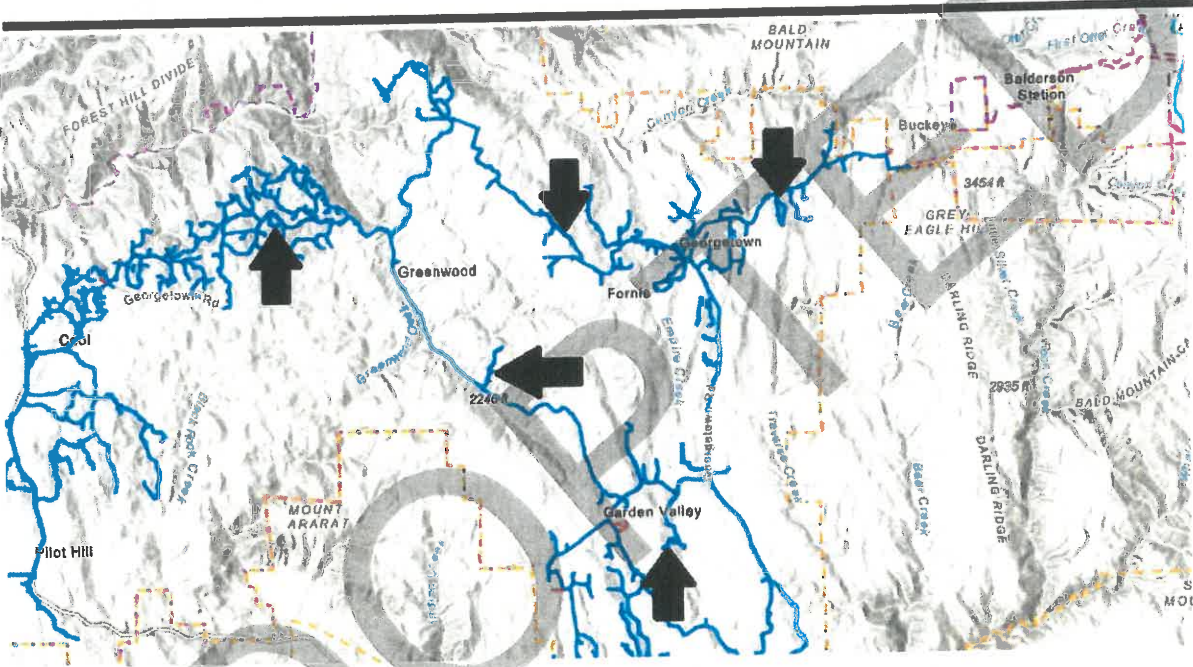
**PROJECT NAME:** Replace Pump Stations

**PROJECT NUMBER:** TBD

**PROJECT DESCRIPTION:**

This Project will replace pump stations on Chipmunk Road, Irish Lane, Black Ridge Road, Reservoir Road, Angel Camp Court that are nearing the end of their useful life. Pump station structures, electrical, and communication systems are beginning to fail. Structures and components will be replaced as necessary to provide improved service.

**LOCATION MAP**



**PHOTOS**



05/30/2019



**Project Name:** Replace Pump Stations  
**Project Number:** TBD  
**Project Description:** Replace pump stations that have reached the end of their useful life  
**Funding Sources:**

Sources	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
CABY Grant (9)								0
Capital Reserve (43)		123,400		128,385		133,572	283,551	668,909
Prior Reimbursements Received (35)								0
Capital Facility Charge (39)								0
ALT WTP Capital Reserve (24)								0
ALT Zone Fund (40)								0
ALT Tank Replacement Loans & Repair (41)								0
ALT CDS Reserve Connection (42)								0
Grants (EPA)								0
SRF Loan								0
General Fund (10)								0
Other								0
Unfunded								0
<b>Total</b>	0	123,400	0	128,385	0	133,572	283,551	668,909

**Project Cost Estimate:**

Elements	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
Preliminary Engineering (7020)		10,000		10,404		10,824	22,978	54,207
Environmental (7021)								0
Land/ROW Acquisition (7022)								0
Construction Engineering (7024)								0
Construction Contract (7023)		106,000		110,282		114,738	243,569	574,589
Other CIP Costs (7025)		7,400		7,699		8,010	17,004	40,113
Other - TBD								0
<b>Total</b>	0	123,400	0	128,385	0	133,572	283,551	668,909

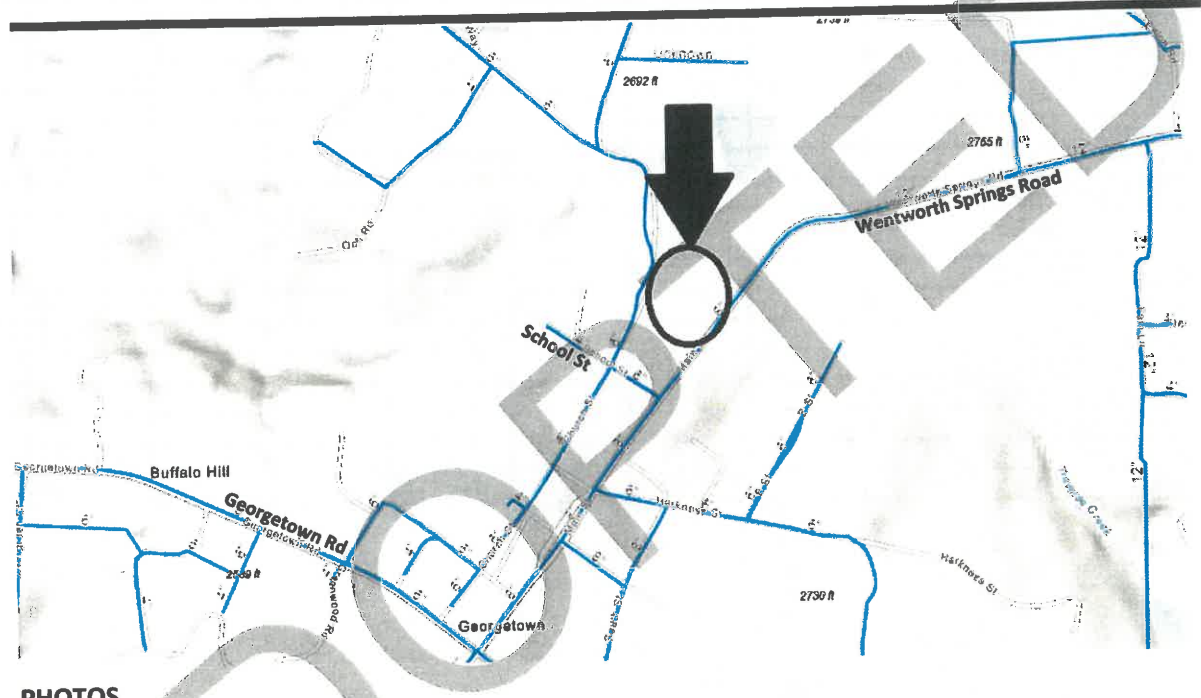
**PROJECT NAME:** District Office Parking Lot Rehabilitation

**PROJECT NUMBER:** TBD

**PROJECT DESCRIPTION:**

This Project will rehabilitate asphalt paving in the front and rear parking lots at the District office. The parking lots are in a state of severe disrepair. The rear parking lot likely will require complete reconstruction. The front parking lot is assumed to need an asphalt overlay. ADA accessible parking and path of travel will be provided in the front parking lot.

**LOCATION MAP**



**PHOTOS**



05/30/2019

**Project Name:** District Office Parking Lot Rehabilitation  
**Project Number:** TBD  
**Project Description:** Rehabilitate the asphalt paving in front and rear parking lots.  
**Funding Sources:**

Sources	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
CABY Grant (9)								0
Capital Reserve (43)		121,325					10,000	131,325
Prior Reimbursements Received (35)								0
Capital Facility Charge (39)								0
ALT WTP Capital Reserve (24)								0
ALT Zone Fund (40)								0
ALT Tank Replacement Loans & Repair (41)								0
ALT CDS Reserve Connection (42)								0
Grants (EPA)								0
SRF Loan								0
General Fund (10)								0
Other								0
Unfunded								0
<b>Total</b>	0	121,325	0	0	0	0	10,000	131,325

**Project Cost Estimate:**

Elements	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
Preliminary Engineering (7020)		21,665						21,665
Environmental (7021)								0
Land/ROW Acquisition (7022)								0
Construction Engineering (7024)		6,500						6,500
Construction Contract (7023)		86,660					10,000	96,660
Other CIP Costs (7025)		6,500						6,500
Other - TBD								0
<b>Total</b>	0	121,325	0	0	0	0	10,000	131,325

**Project Name:**  
**Project Number:**  
**Project Description:**  
**Funding Sources:**

**Office and Corporation Yard Roof Repair**  
**912**  
**Repair roofs of the office building and shop building at the corporation yard**

Sources	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
CABY Grant (9)								0
Capital Reserve (43)		15,000						15,000
Prior Reimbursements Received (35)								0
Capital Facility Charge (39)								0
ALT WTP Capital Reserve (24)								0
ALT Zone Fund (40)								0
ALT Tank Replacement Loans & Repair (41)								0
ALT CDS Reserve Connection (42)								0
Grants (EPA)								0
SRF Loan								0
General Fund (10)								0
Other (EDCWA Cost Share)								0
Unfunded								0
<b>Total</b>	<b>0</b>	<b>15,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>15,000</b>

**Project Cost Estimate:**

Elements	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
Preliminary Engineering (7020)		5,000						5,000
Environmental (7021)								0
Land/ROW Acquisition (7022)								0
Construction Engineering (7024)								0
Construction Contract (7023)		25,000						25,000
Other CIP Costs (7025)								0
Other - TBD								0
<b>Total</b>	<b>0</b>	<b>30,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>30,000</b>

**PROJECT NAME:** Install Backup Generator at the District Office

**PROJECT NUMBER:** TBD

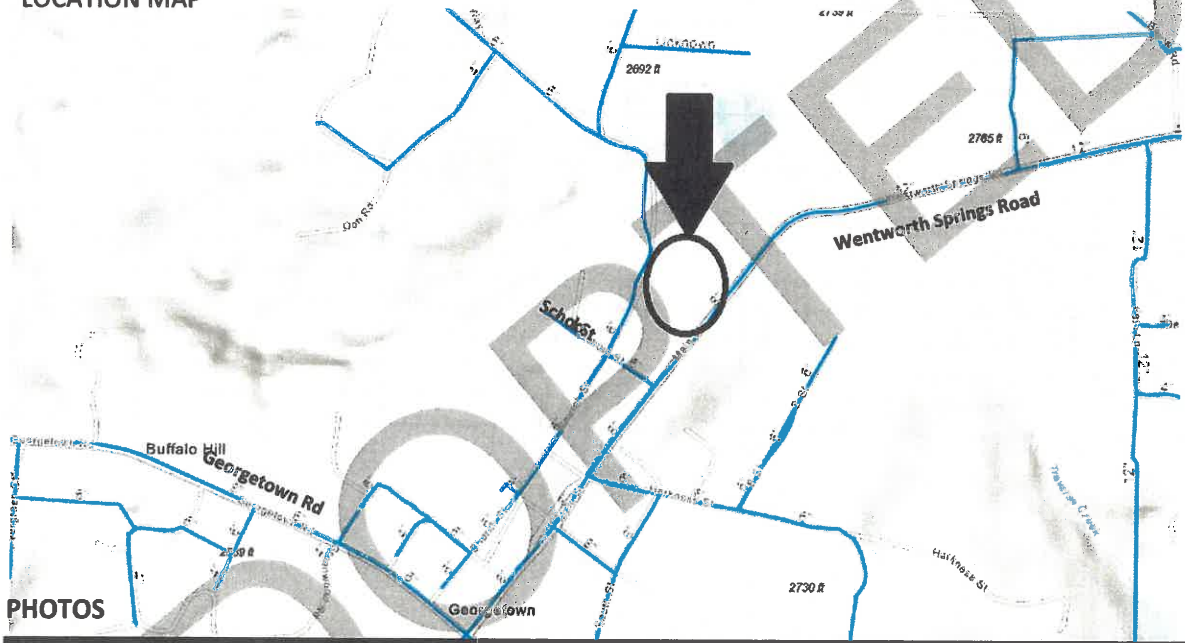
---

**PROJECT DESCRIPTION:**

The District frequently loses power during the fall and winter due to failure and shutdown of the public electrical grid. These outages can last multiple days in a row. This results in the District office unable to provide customer service during these times, and results in an unsafe environment for District employees. This Project will provide the office with a backup source of electricity

---

**LOCATION MAP**



**PHOTOS**

**Project Name:** Install Backup Generator at the Office  
**Project Number:** TBD  
**Project Description:** Install backup generator at the District office for power outages  
**Funding Sources:**

Sources	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
CABY Grant (9)								0
Capital Reserve (43)		22,000					0	22,000
Prior Reimbursements Received (35)								0
Capital Facility Charge (39)								0
ALT WTP Capital Reserve (24)								0
ALT Zone Fund (40)								0
ALT Tank Replacement Loans & Repair (41)								0
ALT CDS Reserve Connection (42)								0
Grants (EPA)								0
SRF Loan								0
General Fund (10)								0
Other								0
Unfunded								0
<b>Total</b>	0	22,000	0	0	0	0	0	22,000

**Project Cost Estimate:**

Elements	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
Preliminary Engineering (7020)								0
Environmental (7021)								0
Land/ROW Acquisition (7022)								0
Construction Engineering (7024)								0
Construction Contract (7023)		20,000						20,000
Other CIP Costs (7025)		2,000						2,000
Other - TBD								0
<b>Total</b>	0	22,000	0	0	0	0	0	22,000

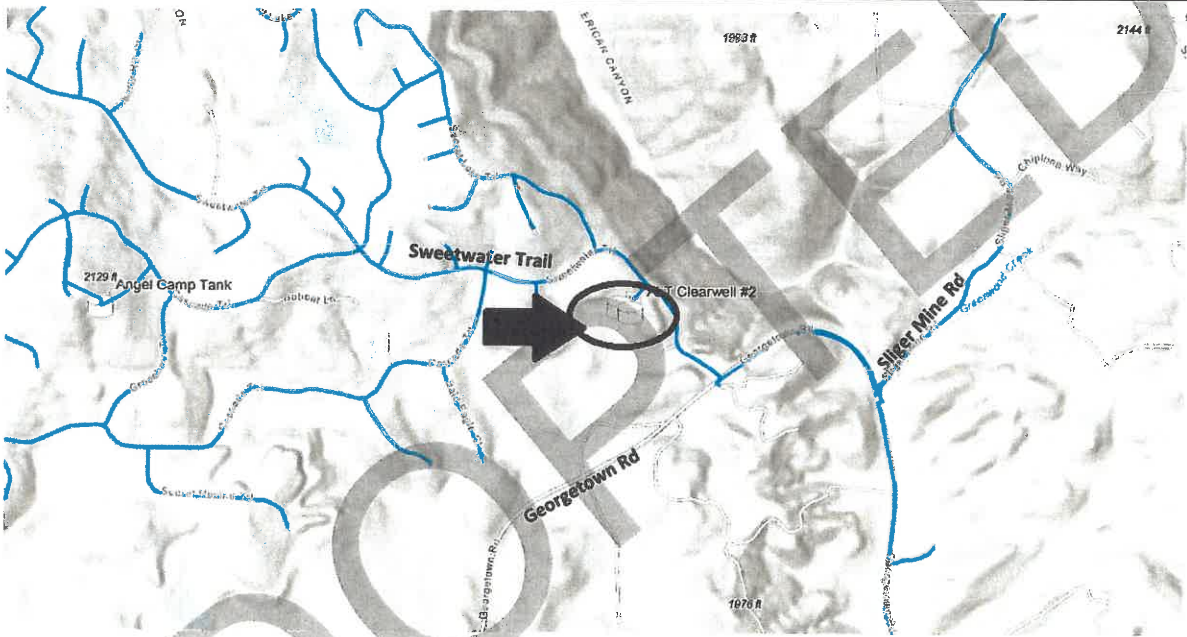
**PROJECT NAME:** Decommission Old Auburn Lake Trails Water Treatment Plant

**PROJECT NUMBER:** TBD

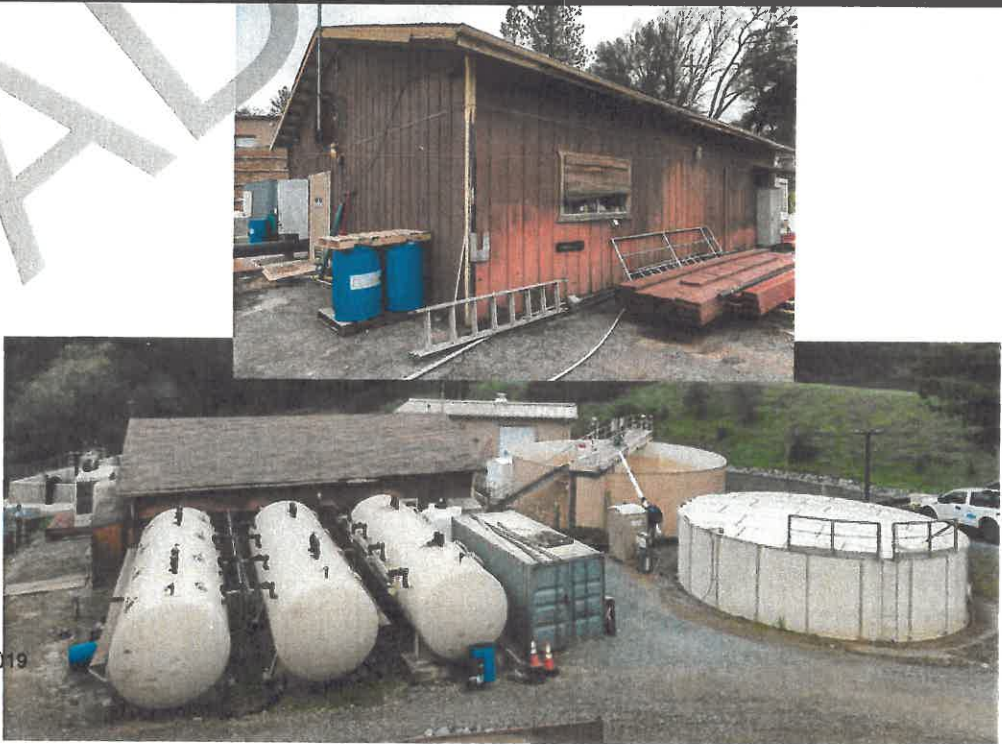
**PROJECT DESCRIPTION:**

This Project will remove structures and components at the Old Auburn Lake Trails Water Treatment Plant that are no longer needed due to construction of the new water treatment plant. Decommissioning cost will be offset by salvaging old equipment when practical.

**LOCATION MAP**



**PHOTOS**



**Project Name:** Old ALT Water Treatment Plant Demolition  
**Project Number:** TBD  
**Project Description:** Remove Unneeded Structures & Components of Old Water Treatment Plant  
**Funding Sources:**

Sources	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
CABY Grant (9)								0
Capital Reserve (43)		75,000						75,000
Prior Reimbursements Received (35)								0
Capital Facility Charge (39)								0
ALT WTP Capital Reserve (24)								0
ALT Zone Fund (40)								0
ALT Tank Replacement Loans & Repair (41)								0
ALT CDS Reserve Connection (42)								0
Grants (EPA)								0
SRF Loan								0
General Fund (10)								0
Other								0
Unfunded								0
<b>Total</b>	0	75,000	0	0	0	0	0	75,000

**Project Cost Estimate:**

Elements	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
Preliminary Engineering (7020)		5,000						5,000
Environmental (7021)								0
Land/ROW Acquisition (7022)								5,000
Construction Engineering (7024)		5,000						60,000
Construction Contract (7023)		60,000						5,000
Other CIP Costs (7025)		5,000						0
Other - TBD								0
<b>Total</b>	0	75,000	0	0	0	0	0	75,000



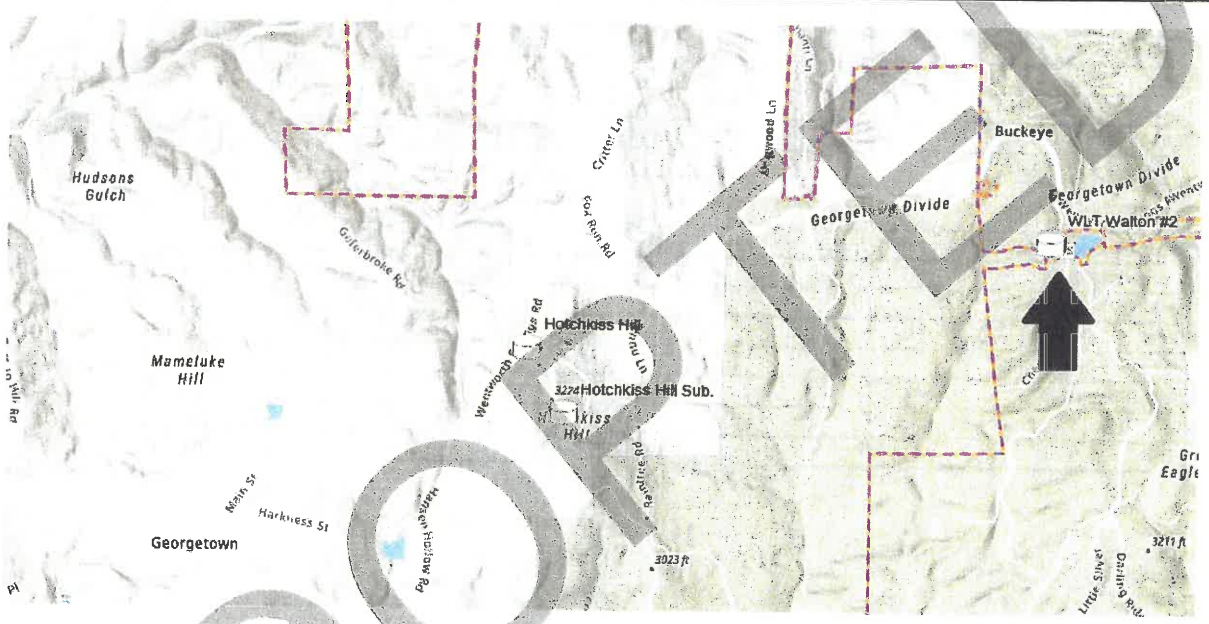
**PROJECT NAME:** Rebuild Filter No.3 at Walton Water Treatment Plant

**PROJECT NUMBER:** TBD

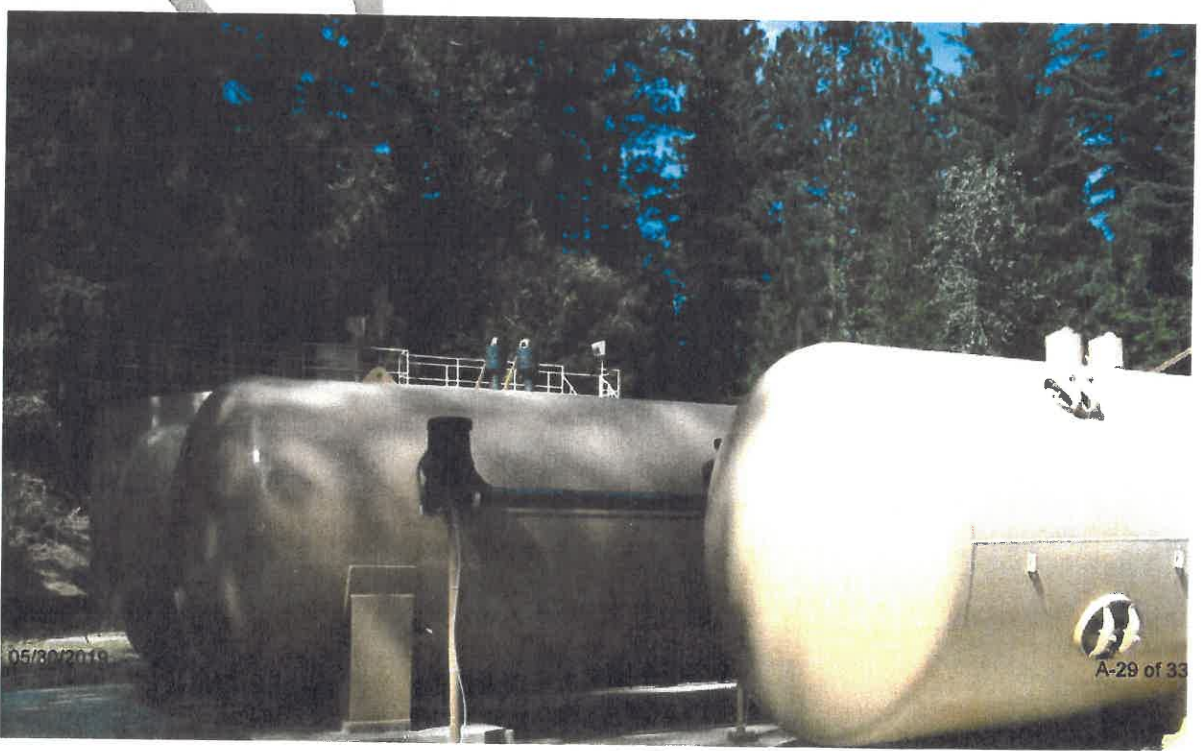
**PROJECT DESCRIPTION:**

Filter number 3 at Walton Water Treatment Plant is showing signs that it needs to be rebuilt. Filters are a critical component of the treatment process and failure can lead to the inability to produce water suitable for consumption.

**LOCATION MAP**



**PHOTOS**



**Project Name:**  
**Project Number:**  
**Project Description:**  
**Funding Sources:**

**Rebuild Filter No. 3 at Walton Water Treatment Plant**  
**TBD**  
**Filter No. 3 needs rebuilding before it fails**

Sources	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
CABY Grant (9)								0
Capital Reserve (43)		100,000					0	100,000
Prior Reimbursements Received (35)								0
Capital Facility Charge (39)								0
ALT WTP Capital Reserve (24)								0
ALT Zone Fund (40)								0
ALT Tank Replacement Loans & Repair (41)								0
ALT CDS Reserve Connection (42)								0
Grants (EPA)								0
SRF Loan								0
General Fund (10)								0
Other								0
Unfunded								0
Total	0	100,000	0	0	0	0	0	100,000

**Project Cost Estimate:**

Elements	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
Preliminary Engineering (7020)								0
Environmental (7021)								0
Land/ROW Acquisition (7022)								25,000
Construction Engineering (7024)		25,000						70,000
Construction Contract (7023)		70,000						5,000
Other CIP Costs (7025)		5,000						0
Other - TBD								0
Total	0	100,000	0	0	0	0	0	100,000

**Project Name:** Repair Saftey Walkways  
**Project Number:** 916  
**Project Description:** Repair and replace prioritized safety walkways thought District  
**Funding Sources:**

Sources	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
CABY Grant (9)								0
Capital Reserve (43)		10,000						10,000
Prior Reimbursements Received (35)								0
Capital Facility Charge (39)								0
ALT WTP Capital Reserve (24)								0
ALT Zone Fund (40)								0
ALT Tank Replacement Loans & Repair (41)								0
ALT CDS Reserve Connection (42)								0
Grants (EPA)								0
SRF Loan								0
General Fund (10)								0
Other								0
Unfunded								0
<b>Total</b>	0	10,000	0	0	0	0	0	10,000

**Project Cost Estimate:**

Elements	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
Preliminary Engineering (7020)								0
Environmental (7021)								0
Land/ROW Acquisition (7022)								0
Construction Engineering (7024)								0
Construction Contract (7023)								0
Other CIP Costs (7025)		10,000						10,000
Other - TBD								0
<b>Total</b>	0	10,000	0	0	0	0	0	10,000

**Project Name:** 2017 Manhole Sealing  
**Project Number:** 917  
**Project Description:** Prioritized sealing of wastewater manholes  
**Funding Sources:**

Sources	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
CABY Grant (9)								0
Capital Reserve (43)								0
Prior Reimbursements Received (35)								0
Capital Facility Charge (39)								0
ALT WTP Capital Reserve (24)								0
ALT Zone Fund (40)								0
ALT Tank Replacement Loans & Repair (41)								0
ALT CDS Reserve Connection (42)	5,000	10,000						15,000
Grants (EPA)								0
SRF Loan								0
General Fund (10)								0
Other								0
Unfunded								0
Total	5,000	10,000	0	0	0	0	0	15,000

**Project Cost Estimate:**

Elements	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
Preliminary Engineering (7020)								0
Environmental (7021)								0
Land/ROW Acquisition (7022)								0
Construction Engineering (7024)								0
Construction Contract (7023)	5,000	10,000						15,000
Other CIP Costs (7025)								0
Other - TBD								0
Total	5,000	10,000	0	0	0	0	0	15,000

**Project Name:** CDS Field Evaluation & Upgrades  
**Project Number:** TBD  
**Project Description:** Evaluate future need for CDS field upgrades  
**Funding Sources:**

Sources	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
CABY Grant (9)								0
Capital Reserve (43)							0	0
Prior Reimbursements Received (35)								0
Capital Facility Charge (39)								0
ALT WTP Capital Reserve (24)								0
ALT Zone Fund (40)								0
ALT Tank Replacement Loans & Repair (41)								0
ALT CDS Reserve Connection (42)		48,500						48,500
Grants (EPA)								0
SRF Loan								0
General Fund (10)								0
Other								0
Unfunded								0
<b>Total</b>	0	48,500	0	0	0	0	0	48,500

**Project Cost Estimate:**

Elements	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
Preliminary Engineering (7020)		48,500						48,500
Environmental (7021)								0
Land/ROW Acquisition (7022)								0
Construction Engineering (7024)								0
Construction Contract (7023)								0
Other CIP Costs (7025)								0
Other - TBD								0
<b>Total</b>	0	48,500	0	0	0	0	0	48,500

**ATTACHMENT 2**

**Professional Services Agreement**

## PROFESSIONAL SERVICES AGREEMENT

**THIS PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2020, (the “Effective Date”) by and between the Georgetown Divide Public Utilities District, a California Public Utilities District (“District”), and Coastland Civil Engineering, Inc. (“Consultant”). District and Consultant may herein be referred to individually as a “Party” and collectively as the “Parties”. There are no other parties to this Agreement.

### RECITALS

- A.** District has determined that consultant services are required for On-Call Capital Project Management (the “Project”).
- B.** Consultant has submitted a proposal to District that includes a scope of proposed consultant services, attached hereto and described more fully in **Exhibit A** (“Services”).
- C.** Consultant represents that it is qualified, willing and able to provide the Services to District, and that it will perform Services related to the Project according to the rate schedule included in the scope of proposed consultant services attached hereto as **Exhibit B** (the “Rates”).

**NOW, THEREFORE**, in consideration of the promises and covenants set forth below, the Parties agree as follows:

### AGREEMENT

- 1. Recitals.** The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Sections 1 through 20 of this Agreement, Section 1 through 20 shall prevail.
- 2. Consulting Services.** Consultant agrees, during the term of this Agreement, to perform the Services for District in connection with the Project. Any request for services in addition to the Services described in **Exhibit A** will be considered a request for additional consulting services and not compensated unless the Parties otherwise agree in writing. No subcontract shall be awarded or an outside consultant engaged by Consultant unless prior written approval is obtained from District.
- 3. Compensation.** District shall pay Consultant according to the fee schedule set forth in **Exhibit B** for a time and materials cost not to exceed \$402,909, as full remuneration for the performance of the Services. Consultant agrees to maintain a log of time spent in connection with performing the Services. On a monthly basis, Consultant shall provide District, in reasonable and understandable detail, a description of the services rendered pursuant to the Services and in accordance with the Rates. If the work is satisfactorily completed, District shall pay such invoice within thirty (30) days of its receipt. If District disputes any portion of any invoice, District shall

pay the undisputed portion within the time stated above, and at the same time advise Consultant in writing of the disputed portion.

**5. Term.** This Agreement shall become effective on the Effective Date and will continue in effect through June 30, 2024 or until the Services provided herein have been completed, unless terminated earlier as provided in Section 6 or 7 below (the "Term").

**6. Termination.** District may terminate this Agreement prior to the expiration of the Term ("Termination"), without cause or reason, by notifying Consultant in writing of District's desire to terminate this Agreement (the "Termination Notice"). Upon receipt of a Termination Notice, Consultant shall immediately cease performing the Services. Consultant will be entitled to compensation, as of the date Consultant receives the Termination Notice, only for Services actually performed.

**7. Termination for Cause.** Notwithstanding Section 6 above, this Agreement may be terminated by District for cause based on the loss or suspension of any licenses, permits or registrations required for the continued provision of the Services, or Consultant's malfeasance. Termination of the Agreement for cause as set forth in this Section shall relieve District from compensating Consultant.

**8. Confidential Information.** Consultant understands and agrees that, in the performance of Services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information that may be owned or controlled by District and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to District ("Confidential Information").

Consultant shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of District. If District gives Consultant written authorization to make any such disclosure, Consultant shall do so only within the limits and to the extent of that authorization. Such authorization does not guarantee that the District will grant any further disclosure of Confidential Information. Consultant may be directed or advised by the District's General Counsel on various matters relating to the performance of the Services on the Project or on other matters pertaining to the Project, and in such event, Consultant agrees that it will treat all communications between itself, its employees and its subcontractors as being communications which are within the attorney-client privilege.

**9. (NOT USED)**

**10. Property of District.** The following will be considered and will remain the property of District:

**A. Documents.** All reports, drawings, graphics, working papers and Confidential Information furnished by District in connection with the Services ("Documents"). Nothing herein shall be interpreted as prohibiting or limiting District's right to assign all or some of District's interests in the Documents.



**B. Data.** All data collected by Consultant and produced in connection with the Services including, but not limited to, drawings, plans, specifications, models, flow diagrams, visual aids, calculations, and other materials (“Data”). Nothing herein shall be interpreted as prohibiting or limiting District’s right to assign all or some of District’s interests in the Data.

**C. Delivery of Documents and Data.** Consultant agrees, at its expense and in a timely manner, to return to District all Documents and Data upon the conclusion of the Term or in the event of Termination.

**11. Duties of District.** In order to permit Consultant to render the services required hereunder, District shall, at its expense and in a timely manner:

**A.** Provide such information as Consultant may reasonably require to undertake or perform the Services;

**B.** Promptly review any and all documents and materials submitted to District by Consultant in order to avoid unreasonable delays in Consultant’s performance of the Services; and

**C.** Promptly notify Consultant of any fault or defect in the performance of Consultant’s services hereunder.

**12. Representations of Consultant.** District relies upon the following representations by Consultant in entering into this Agreement:

**A. Qualifications.** Consultant represents that it is qualified to perform the Services and that it possesses the necessary licenses, permits and registrations required to perform the Services or will obtain such licenses or permits prior to the time such licenses or permits are required. Consultant represents and warrants to District that Consultant shall, at Consultant’s sole cost and expense, keep in effect or obtain at all times during the Term of this Agreement, any licenses, permits, and registrations that are legally required for Consultant to practice Consultant’s profession at the time the Services are rendered.

**B. Consultant Performance.** Consultant represents and warrants that all Services under this Agreement shall be performed in a professional manner and shall conform to the customs and standards of practice observed on similar, successfully completed projects by specialists in the Services to be provided. Consultant shall adhere to accepted professional standards as set forth by relevant professional associations and shall perform all Services required under this Agreement in a manner consistent with generally accepted professional customs, procedures and standards for such Services.

**13. Compliance with Laws and Standards.** Consultant shall insure compliance with all applicable federal, state, and local laws, ordinances, regulations and permits, including but not limited to federal, state, and county safety and health regulations. Consultant shall perform all work according to generally accepted standards within the industry.

**14. Independent Contractor; Subcontracting.** Consultant will employ, at its own expense, all personnel reasonably necessary to perform the Services. All acts of Consultant, its agents, officers, employees and all others acting on behalf of Consultant relating to this Agreement will be performed as independent contractors. Consultant, its agents and employees will represent and conduct themselves as independent contractors and not as employees of District. Consultant has no authority to bind or incur any obligation on behalf of District. Except as District may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever. Consultant is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is expressly approved by District in writing.

**15. Insurance.** Consultant and all of Consultant's contractors and subcontractors shall obtain and maintain insurance of the types and in the amounts described in this paragraph and its subparagraphs with carriers reasonably satisfactory to District.

**A. General Liability Insurance.** Consultant shall maintain occurrence version commercial general liability insurance or an equivalent form with a limit of not less than Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) for each occurrence.

**B. Workers' Compensation Insurance.** Consultant shall carry workers' compensation insurance as required by the State of California under the Labor Code. Consultant shall also carry employer's liability insurance in the amount of One Million Dollars (\$1,000,000.00) per accident, with a One Million Dollar (\$1,000,000.00) policy limit for bodily injury by disease, and a One Million Dollar (\$1,000,000.00) limit for each employee's bodily injury by disease.

**C. Automobile Insurance.** Consultant shall carry automobile insurance for the vehicle(s) Consultant uses in connection with the performance of this Agreement in the amount of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.

**D. Errors and Omissions Liability.** Consultant shall carry errors and omissions liability insurance in the amount of no less than One Million Dollars (\$1,000,000.00) per occurrence or greater if appropriate for the Consultant's profession. Architects and engineers' coverage is to be endorsed to include contractual liability. Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the District, elected and appointed councils, commissions, directors, officers, employees, agents, and representatives ("District's Agents"); or the Consultant shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claims administration and defense expenses.

**E. Other Insurance Requirements.** Within five (5) days of the Effective Date, Consultant shall provide District with certificates of insurance for all of the policies required under this Agreement ("Certificates"), excluding the required worker's compensation insurance.

Such Certificates shall be kept current for the Term of the Agreement and Consultant shall be responsible for providing updated copies and notifying District if a policy is cancelled, suspended, reduced, or voided. With the exception of the worker's compensation insurance, all of the insurance policies required in this Agreement shall: (a) provide that the policy will not be cancelled, allowed to expire, or materially reduced in coverage without at least thirty (30) days' prior written notice to District of such cancellation, expiration, or reduction and each policy shall be endorsed to state such; (b) name District, and District's Agents as additional insureds with respect to liability arising out of Services, work or operations performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied, or used by the Consultant, or automobiles owned, leased, or hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the District; (c) be primary with respect to any insurance or self-insurance programs covering District or District's Agents and any insurance or self-insurance maintained by District or District's Agents shall be in excess of Consultant's insurance and shall not contribute to it; (d) contain standard separation of insured provisions; and (e) state that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to the District.

**16. Indemnification.** Consultant hereby agrees to indemnify and hold harmless District, its agents, officers, and employees against all liability, obligations, claims, loss, and expense (a) caused or created by Consultant, its subcontractors, or the agents or employees of either, but only to the extent actually caused by the negligent acts or omissions of Consultant in connection with the Services, or (b) arising out of injuries suffered or allegedly suffered by employees of Consultant or its subcontractors (i) in the course of their employment, (ii) in the performance of work hereunder, or (iii) upon premises owned or controlled by District. Consultant's obligation to defend, indemnify and hold District and its agents, officers, and employees harmless is not terminated by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to liability for damages to the extent actually caused by the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

**17. Consequential Damages.** Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

**18. Litigation.** In the event that either Party brings an action under this Agreement for the breach or enforcement hereof, or must incur any collection expenses for any amounts due

hereunder the prevailing Party in such action shall be entitled to its costs including reasonable attorney's fees, whether or not such action is prosecuted to judgment.

**19. Notices.** Any notice or communication required hereunder between District or Consultant must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Notices given by registered or certified mail shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, (b) on the date delivered as shown on a receipt issued by the courier, or (c) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the addresses in this paragraph set forth below:

If to District: Georgetown Divide Public Utility District  
P.O. Box 4240  
6425 Main Street  
Georgetown, CA 95634  
Attention: General Manager

With courtesy copies to: Churchwell White LLP  
1414 K Street, 3rd Floor  
Sacramento, California 95814  
Attention: Barbara A. Brenner, Esq.

If to Consultant: Coastland Civil Engineering  
1400 Neotomas Ave  
Santa Rosa, CA 95405  
Attention: John Wanger

**20. General Provisions.**

**A. Modification.** No alteration, modification, or termination of this Agreement shall be valid unless made in writing and executed by all Parties.

**B. Waiver.** The waiver by any Party of a breach of any provision hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach hereof unless specifically stated in writing.

**C. Assignment.** No Party shall assign, transfer, or otherwise dispose of this Agreement in whole or in part to any individual, firm, or corporation without the prior written consent of the other Party. Subject to the forgoing provisions, this Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties.

**D. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of California.

**E. Venue.** Venue for all legal proceedings shall be in the Superior Court of California for the County of El Dorado.

**F. Partial Invalidity.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

**G. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall be deemed a single agreement.

**H. Severability.** If any term, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in effect.

**I. Audit.** District shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Consultant's charges to District under this Agreement.

**J. Entire Agreement.** This Agreement sets forth the entire understanding between the Parties as to the subject matter of this Agreement and merges all prior discussions, negotiations, proposal letters or other promises, whether oral or in writing.

**K. Headings Not Controlling.** Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

**L. Time is of the Essence.** Time is of the essence in this Agreement for each covenant and term of a condition herein.

**M. Drafting and Ambiguities.** Any rule of construction that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last day and date below written.

**DISTRICT:**

GEORGETOWN DIVIDE PUBLIC  
UTILITIES DISTRICT, a California Public  
Utilities District

By: \_\_\_\_\_  
Steven V. Palmer, General Manager

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Barbara A. Brenner, General Counsel

**CONSULTANT:**

By: \_\_\_\_\_

Name: John Wanger, PE, CEO

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Paul Wade, PE, Principal

Date: \_\_\_\_\_

## EXHIBIT A

### Services

The following scope of work was submitted with Coastland's original proposal as a template or example of the services to be provided in the management of a typical Capital Project. A specific scope of work will be prepared and agreed upon for each purchase/task order to be performed under this contract, along with a specific corresponding task order budget.

#### Scope of Work

##### **Task 1: Project Management and Coordination**

Coastland will provide overall contract management of the District's projects and will meet weekly with District staff to review CIP projects, prepare and ensure compliance with detailed project scopes, schedules, and budgets. Activities will include all tasks required to deliver a completed capital improvement project, including preparing requests for proposals for engineering design and other professional services, issuing the construction bid documents, and managing the construction bid process. Coastland places a high priority on ensuring our clients receive superior and timely service. To maintain this level of service, we have established internal procedures that ensure the work is being completed in a manner that is at or above industry standard, is accurate and is performed within budget and on schedule.

##### **Task 2: Preliminary Engineering and Environmental**

Coastland will identify any improvements needed for the projects and a draft cost for each improvement listed. We will review this list with the District staff to determine refinements, additions, changes and deletions. Also, we will obtain District staff input on the perceived priority of identified projects. Coastland will prepare the RFPs for engineering design services and will manage the project through final design and will prepare construction bid documents.

Coastland will work with a subconsultant to determine the level of required environmental review documentation. We will work with the environmental consultant to oversee the preparation and submittal of environmental documentation as needed to conform with the California Environmental Quality Act (CEQA), including the preparation of associated technical studies should detailed environmental work be required.

For each project, Coastland will prepare a schedule of permits and required timelines to ensure that all required permits are obtained prior to the start of construction. We will submit preliminary and final draft environmental documents to GDPUD for review and we will incorporate any comments made during the preliminary document review prior to submitting the final draft.

##### **Task 4: Final Bid Phase & Bid Support**

Coastland will assist the District with construction bidding and construction support. Coastland will coordinate the advertisement and distribution of bid documents to publications, builder's exchanges and contractors during the bidding period. In addition, we will provide bid assistance to the District to answer any questions that may arise during the bidding phase. This will include assisting the District in preparing and distributing addenda when appropriate. Coastland will review construction bids received to make sure they are reasonable and will review information submitted by the apparent low and second lowest bidder for technical accuracy, ensuring that all

forms are signed, and the contractor is in good standing with the State Contractor's Licensing Board. Coastland will make a recommendation to GDPUD for award of the construction contract and will prepare the staff report for award of the construction contract.

**Task 5: Construction Support Services**

Coastland's services during construction will include attending the preconstruction conference, reviewing project submittals, providing change order clarification when needed, observing construction activities as needed, and answering District inquiries and contractor requests for information.

Coastland will ensure each project is constructed consistent with the plans and specifications and work to resolve any potential conflicts. Coastland will visit project sites to better ascertain the conditions and constraints that may impact the scope and cost of the project.



## **EXHIBIT B**

### **Rate Schedule**

<b>Role</b>	<b>Name</b>	<b>Rate</b>
Principal In Charge	Dane Schilling	\$195
QA/QC	Travis Williams	\$165
Resident Engineer	Asa Utterback	\$165
Field Administrator	Elaine Greif	\$140
Mileage		\$0.68

**ATTACHMENT 3**  
**GDPUD Resolution**

**RESOLUTION NO. 2020-**

**OF THE BOARD OF DIRECTORS OF THE  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT  
AUTHORIZING THE GENERAL MANAGER TO EXECUTE A PROFESSIONAL  
SERVICES AGREEMENT FOR CAPITAL PROJECT MANAGEMENT WITH  
COASTLAND, INC. FOR FIVE YEARS FOR AN AMOUNT NOT TO EXCEED  
\$402,909**

**WHEREAS**, the District issued a Request for Proposal on August 13, 2019, to select a qualified consultant to provide Engineering Services for the Capital Project Management; and

**WHEREAS**, two proposals were received on September 12, 2019 from Coastland, Inc. and Ponticello Enterprises; and

**WHEREAS**, the District General Manager and Engineering Consultant George Sanders reviewed the proposals, interviewed the two firms, and ranked Coastland as the top proposer; and

**WHEREAS**, the rate schedule was then opened and reviewed and determined to be appropriate for the scope of work; and

**WHEREAS**, a Professional Services Agreement was then prepared using a total amount of \$402,909 for five years based on the five year capital improvement plan; and

**WHEREAS**, the Fiscal Year 2019/2020 Operating Budget included \$53,900 for the work planned this year and a purchase order will be issued for this amount.

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN PUBLIC UTILITY DISTRICT THAT:**

1. The professional services contract is awarded to Coastland, Inc.; and
2. The General Manager is authorized to execute a professional services contract with Coastland, Inc. in the amount not to exceed \$402,909 for Capital Project Management

**PASSED AND ADOPTED** by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 11<sup>th</sup> day of February 2020, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

\_\_\_\_\_  
David Souza, President, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

*Attest:*

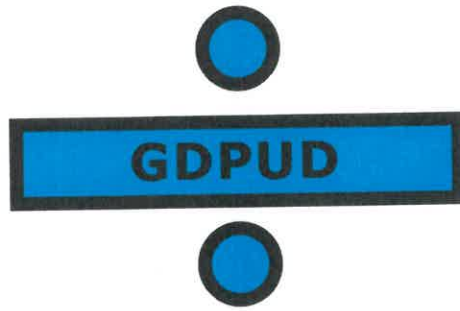
\_\_\_\_\_  
Steven Palmer, Clerk and Ex officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

### **CERTIFICATION**

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2020- duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this 11<sup>th</sup> day of February 2020.

\_\_\_\_\_  
Steven Palmer, Clerk and Ex officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT





## NEW BUSINESS

ITEM 7.E.

**REPORT TO THE BOARD OF DIRECTORS  
BOARD MEETING OF FEBRUARY 11, 2020  
AGENDA ITEM NO. 7.E.**



**AGENDA SECTION: NEW BUSINESS**

**SUBJECT: FISCAL YEAR 2018-2019 4<sup>th</sup> QUARTER BUDGET REVIEW**

**PREPARED BY:** Christina Cross, Management Analyst *CC*

**APPROVED BY:** Steven Palmer, PE, General Manager

---

**BACKGROUND**

In order to provide timely information to the Board and the public, the attached report provides a comparison of approved operating budget to actual revenues and expenditures through the Fourth Quarter of Fiscal Year 2018-2019 (Attachment 1). Material differences are explained in the staff report.

**DISCUSSION**

*Revenues*

At the end of the fourth quarter, total water operating revenue and non-operating revenues were \$5,569,470.89, which is 1.4% less than the budgeted amount of \$5,647,659.00. These revenues amounts include residential water sales, commercial water sales, irrigation water sales, penalties, property taxes, interest, lease revenue. Residential water sales exceeded the budget by 1.2%, commercial water sales exceeded the budget by 4.5%, irrigation water sales were 13.3% less and lease payments were 22.3% less than budgeted.

Total wastewater operating fund revenues were \$363,430.12, which is 85.2% of the budgeted amount of \$426,600. A majority of the 14.8% deficit is due to a 20% shortfall in Zone Charges in the amount of \$313,372, which were budgeted in the amount of \$391,600. This is due to a problem with the way the budget revenue was calculated, and not an indication of lost revenue.

*Expenditures*

At the end of the fourth quarter, total water operating expenditures were \$4,212,312, which is 99.8% of the budgeted amount of \$4,220,799. The total water operating expenditures are obtained from the attached budget to actual expenditure report for Fund 10 and adding back in the capital acquisition expenses of \$156,806 that were capitalized as assets during year end closeout procedures. Typically, more sophisticated accounting software systems would provide an adjustment period other than June, to account for financial statement related entries like this so that they do not affect budget reporting. Unfortunately, MOMs is not equipped with this feature.

Total wastewater operating fund expenditures were \$289,836, which is 72% of the budgeted amount of \$402,669. Similar to the water operating expenditure adjustment, the total wastewater operating expenditures are obtained from the attached budget to actual expenditure report for Fund 40 and adding back in the capital acquisition expenses of \$156,806 that were capitalized as assets during year end closeout procedures. Expenses in the wastewater operating fund were less than budgeted primarily due to salaries and benefits costs being less than projected due to less staff time being spent on wastewater activities than assumed.

Regular Board Meeting of February 11, 2020  
Agenda Item No. 7.E.

---

**FISCAL IMPACT**

Overall, operating revenues were greater than budgeted, and expenditures were within expectations.

**CEQA ASSESSMENT**

This action is not a CEQA Project.

**RECOMMENDED ACTION**

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District (GDPUD) receive and file this report.

**ATTACHMENTS**

1. 4<sup>th</sup> Quarter FY 2018-19 Revenue Report
2. 4<sup>th</sup> Quarter FY 2018-19 Expenditure Report



**ATTACHMENT 1**

**4<sup>th</sup> QUARTER FY 2018-19 BUDGET TO ACTUAL REPORT**

REPORT.: 02/05/20  
 RUN...: 02/05/20 TIME: 10:31  
 Run By.: Christina Cross

Georgetown Divide PUD  
 Budget Report for Revenues by FUND  
 For Calendar Period.: 06-19 Fiscal.: 12-19

PAGE: 003  
 ID #: GLRR  
 CTL.: GEO

FUND #: 10

Name: Water Fund

Revenue Description	Year-to-Date Proforma Budget	Year-to-Date Amended Budget	Current Actual	Year-to-Date Actual	Pct (%)	Budget Remaining
3010 Water Sales-Res	0.00	2,381,907.00	391,386.61	2,411,550.70	-101.2	-29,643.70
3020 Water Sales-Com	0.00	294,393.00	50,221.29	307,650.49	-104.5	-13,257.49
3030 Water Sales-Cst	0.00	10,000.00	40.00	7,846.30	-78.5	2,153.70
3040 Water Sales-Irr	0.00	480,000.00	-35.42	416,369.46	-86.7	63,630.54
3045 SURCHARGE	0.00	648,923.00	0.00	439,810.34	-67.8	209,112.66
3060 Installation	0.00	10,436.00	1,595.10	8,740.95	-83.8	1,695.05
3090 Other Operating	0.00	0.00	0.50	0.09	.0	-0.09
3180 MAT/LABOR CHG	0.00	0.00	0.00	55.12	.0	-55.12
4020 Interest	0.00	10,500.00	17,044.73	67,470.16	-642.6	-56,970.16
4025 UNRLZD +/-	0.00	0.00	3,328.22	5,223.14	.0	-5,223.14
4030 Penalties	0.00	46,000.00	8,439.91	50,625.07	-110.1	-4,625.07
4040 Lease/Media One	0.00	105,500.00	6,617.63	81,963.72	-77.7	23,536.28
4050 Property Taxes	0.00	1,660,000.00	98,278.25	1,657,978.25	-99.9	2,021.75
4090 Other/lease	0.00	0.00	0.00	1,825.97	.0	-1,825.97
4095 MISC INCOME	0.00	0.00	87.29	2,647.49	.0	-2,647.49
4998 unreconciled***	0.00	0.00	0.00	-5.50	.0	5.50
DEPT Subtotal ----->	0.00	5,647,659.00	577,004.11	5,459,751.75	-96.7	187,907.25
3045 5300 SURCHARGE Water Treatmnt	0.00	0.00	0.00	109,719.14	.0	-109,719.14
<b>FUND TOTAL</b>	<b>0.00</b>	<b>5,647,659.00</b>	<b>577,004.11</b>	<b>5,569,470.89</b>	<b>-98.6</b>	<b>78,188.11</b>

REPORT.: 02/05/20  
 RUN...: 02/05/20 TIME: 10:31  
 Run By.: Christina Cross

Georgetown Divide PUD  
 Budget Report for Revenues by FUND  
 For Calendar Period.: 06-19 Fiscal.: 12-19

PAGE: 004  
 ID #: GLRR  
 CTL.: GEO

FUND #: 12		Name: RETIREE FUND		Year-to-Date	Year-to-Date	Current	Year-to-Date	Pct (%)	Budget
Revenue Description		Proforma	Budget	Amended Budget	Actual	Actual			Remaining
4020	Interest	0.00		0.00	2,002.82	7,962.73	.0		-7,962.73
4025	UNRLZD +/-	0.00		0.00	539.17	1,191.02	.0		-1,191.02
4090	Other/lease	0.00		0.00	3,952.08	50,882.90	.0		-50,882.90
DEPT	Subtotal ----->	0.00		0.00	6,494.07	60,036.65	.0		-60,036.65
FUND TOTAL		0.00		0.00	6,494.07	60,036.65	.0		-60,036.65

REPORT.: 02/05/20  
 RUN...: 02/05/20 TIME: 10:31  
 Run By.: Christina Cross

Georgetown Divide PUD  
 Budget Report for Revenues by FUND  
 For Calendar Period.: 06-19 Fiscal.: 12-19

PAGE: 015  
 ID #: GLRR  
 CTL.: GEO

FUND #: 40

Name: Zone Fund

Revenue Description	Year-to-Date Proforma Budget	Year-to-Date Amended Budget	Current Actual	Year-to-Date Actual	Pct(%)	Budget Remaining
3192 Zone Charges	0.00	391,600.00	0.00	313,372.26	-80.0	78,227.74
3193 ZONE-ESCROW FEE	0.00	25,100.00	3,600.00	28,800.00	-114.7	-3,700.00
3194 Septic Design	0.00	2,700.00	100.00	1,900.00	-70.4	800.00
4020 Interest	0.00	7,200.00	4,494.94	16,894.25	-234.6	-9,694.25
4025 UNRLZD +/-	0.00	0.00	1,210.06	2,463.61	.0	-2,463.61
DEPT Subtotal ----->	0.00	426,600.00	9,405.00	363,430.12	-85.2	63,169.88
FUND TOTAL	0.00	426,600.00	9,405.00	363,430.12	-85.2	63,169.88

REPORT.: 02/05/20  
 RUN...: 02/05/20 TIME: 10:31  
 Run By.: Christina Cross

Georgetown Divide PUD  
 Budget Report for Revenues by FUND - Summary Report  
 For Calendar Period.: 06-19 Fiscal.: 12-19

PAGE: 021  
 ID #: GLRR  
 CTL.: GEO

Revenue Description	Year-to-Date Proforma	Year-to-Date Budget	Current	Actual	Year-to-Date Actual	Pct(%)	Budget Remaining
08 SMUD FUND	0.00	110,900.00	1,410.91	115,719.01	115,719.01	-104.3	-4,819.01
09 CABY GRANT	0.00	0.00	-9,152.38	173,895.30	173,895.30	.0	-173,895.30
10 Water Fund	0.00	5,647,659.00	577,004.11	5,569,470.89	5,569,470.89	-98.6	78,188.11
12 RETIREE FUND	0.00	0.00	6,494.07	60,036.65	60,036.65	.0	-60,036.65
14 STEWART MINE FD	0.00	0.00	197.25	719.40	719.40	.0	-719.40
17 WATER DEVE.FUND	0.00	0.00	2,307.24	7,967.83	7,967.83	.0	-7,967.83
19 SMERFUND	0.00	0.00	5,966.23	20,603.76	20,603.76	.0	-20,603.76
20 ALT Fund	0.00	0.00	114,263.68	126,315.15	126,315.15	.0	-126,315.15
24 CAPITAL REPLACE	0.00	0.00	3,507.79	12,674.98	12,674.98	.0	-12,674.98
25 BAYNE RD BND FD	0.00	0.00	-633.37	0.00	0.00	.0	0.00
29 STATE REV FUND	0.00	0.00	61.60	657.08	657.08	.0	-657.08
30 Hydro Fund	0.00	45,000.00	19,534.00	70,340.11	70,340.11	-156.3	-25,340.11
37 GARDEN VALLEY	0.00	0.00	410.74	1,418.47	1,418.47	.0	-1,418.47
39 CAP FAC CHARGE	0.00	0.00	8,302.22	59,016.37	59,016.37	.0	-59,016.37
40 Zone Fund	0.00	426,600.00	9,405.00	363,430.12	363,430.12	-85.2	63,169.88
41 CDS M & O Fund	0.00	0.00	223.89	773.19	773.19	.0	-773.19
42 CDS RESRV EXP.	0.00	0.00	965.18	3,333.08	3,333.08	.0	-3,333.08
43 CAPITAL RESERVE	0.00	0.00	2,494.94	9,301.69	9,301.69	.0	-9,301.69
51 KELSEY NORTH	0.00	0.00	592.90	2,212.51	2,212.51	.0	-2,212.51
52 KELSEY SOUTH	0.00	0.00	-773.15	0.00	0.00	.0	0.00
<b>Total of all FUNDS</b>	<b>0.00</b>	<b>6,230,159.00</b>	<b>742,582.85</b>	<b>6,597,885.59</b>	<b>6,597,885.59</b>	<b>-105.9</b>	<b>-367,726.59</b>

**ATTACHMENT 2**

**4<sup>th</sup> QUARTER FY 2018-19 BUDGET FOR EXPENDITURES**

REPORT.: 02/04/20  
 RUN....: 02/04/20 TIME: 12:39  
 Run By.: Christina Cross

Georgetown Divide PUD  
 Budget Report for Expenditures by FUND  
 For Calendar Period.: 06-19 Fiscal.: 12-19

PAGE: 001  
 ID #: GLER  
 CTL.: GEO

FUND #:	Name:	Water Fund	Year-to-Date	Year-to-Date	Encumbrance	Current	Year-to-Date	Pct (%)	Unencumbered
Expenditure Description	Prof	Budget	Amended Budget	Balance	Actual	Actual		Balance	
5010 5100 Super & Labor Srce of Supply	0.00		113229.00	0.00	12078.65	114161.00	100.8	-932.00	
5011 5100 Wages-Part time Srce of Supply	0.00		5000.00	0.00	0.00	2553.60	51.1	2446.40	
5013 5100 PERS UAL Srce of Supply	0.00		19189.00	0.00	1599.14	19189.78	100.0	-0.78	
5014 5100 P.E.R.S. Srce of Supply	0.00		11180.00	0.00	1246.28	12206.01	109.2	-1026.01	
5016 5100 Payroll Taxes Srce of Supply	0.00		11323.00	0.00	732.99	10463.71	92.4	859.29	
5017 5100 Standby Srce of Supply	0.00		6530.00	0.00	1210.00	10740.00	164.5	-4210.00	
5018 5100 Insurance - H&L Srce of Supply	0.00		37920.00	0.00	6343.20	49756.96	131.2	-11836.96	
5019 5100 Insurance - W.C Srce of Supply	0.00		0663.00	0.00	1080.12	12523.57	206.6	-6466.57	
5020 5100 Overtime Srce of Supply	0.00		3838.00	0.00	1644.61	4232.22	110.3	-394.22	
5038 5100 Mat.& Supp. Srce of Supply	0.00		11900.00	0.00	643.57	6780.98	57.0	5119.02	
5039 5100 Materials - Oth Srce of Supply	0.00		0.00	0.00	0.00	6313.50	.0	-6313.50	
5041 5100 Staff Develop Srce of Supply	0.00		1500.00	0.00	253.33	4230.08	44.6	5260.92	
5044 5100 Utilities Srce of Supply	0.00		9491.00	0.00	478.44	4517.13	56.5	3482.87	
5046 5100 Veh. Maint. Srce of Supply	0.00		8000.00	0.00	663.49	6838.64	114.0	-838.64	
5048 5100 Vehicle - Oper Srce of Supply	0.00		6000.00	0.00	6654.31	32712.89	181.7	-14712.89	
5080 5100 Outside Serv Srce of Supply	0.00		18000.00	0.00	-7311.00	55245.82	161.1	-20945.82	
5084 5100 Government Reg Srce of Supply	0.00		34300.00	0.00	-79823.49	439.22	.5	85593.78	
5095 5100 CAPITAL ACQ Srce of Supply	0.00		86033.00	0.00					
DEPT 5100 Subtotal ----->	0.00		389496.00	0.00	-52506.36	352905.11	90.6	36590.89	
5010 5200 Super & Labor T&D Raw Water	0.00		259665.00	0.00	41829.49	275370.83	106.0	-15705.83	
5011 5200 Wages-Part time T&D Raw Water	0.00		5000.00	0.00	0.00	3579.60	71.6	1420.40	
5013 5200 PERS UAL T&D Raw Water	0.00		155606.00	0.00	12965.25	155583.00	100.0	23.00	
5014 5200 P.E.R.S. T&D Raw Water	0.00		25638.00	0.00	3248.62	26951.57	105.1	-1313.57	
5016 5200 Payroll Taxes T&D Raw Water	0.00		25967.00	0.00	2308.78	22936.66	88.3	3030.34	
5017 5200 Standby T&D Raw Water	0.00		13060.00	0.00	2420.00	13780.00	105.5	-720.00	
5018 5200 Insurance - H&L T&D Raw Water	0.00		86960.00	0.00	18851.94	106715.46	122.7	-19755.46	
5019 5200 Insurance - W.C T&D Raw Water	0.00		13905.00	0.00	3172.82	22905.94	164.7	-9000.94	
5020 5200 Overtime T&D Raw Water	0.00		8803.00	0.00	13139.74	13139.74	149.3	-4336.74	
5038 5200 Mat.& Supp. T&D Raw Water	0.00		22200.00	0.00	1309.36	17084.06	77.0	5115.94	
5039 5200 Materials - Oth T&D Raw Water	0.00		0.00	0.00	0.00	2161.25	.0	-2161.25	
5040 5200 Office Supplies T&D Raw Water	0.00		1600.00	0.00	0.00	0.00	.0	1600.00	
5041 5200 Staff Develop T&D Raw Water	0.00		1500.00	0.00	0.00	0.00	.0	1500.00	
5044 5200 Utilities T&D Raw Water	0.00		1292.00	0.00	106.66	1174.84	90.9	117.16	
5046 5200 Veh. Maint. T&D Raw Water	0.00		10000.00	0.00	2991.95	10245.77	102.5	-245.77	
5048 5200 Vehicle - Oper T&D Raw Water	0.00		13500.00	0.00	1960.75	17520.64	129.8	-4020.64	
5095 5200 CAPITAL ACQ T&D Raw Water	0.00		36033.00	0.00	-34316.95	439.22	1.2	35593.78	
DEPT 5200 Subtotal ----->	0.00		680729.00	0.00	60561.72	689588.58	101.3	-8859.58	
5010 5300 Super & Labor Water Treatmnt	0.00		227281.00	0.00	5761.91	166600.40	73.3	60680.60	
5013 5300 PERS UAL Water Treatmnt	0.00		28490.00	0.00	2375.63	28507.56	100.1	-17.56	
5014 5300 P.E.R.S. Water Treatmnt	0.00		22441.00	0.00	2503.00	19924.06	88.8	2516.94	
5016 5300 Payroll Taxes Water Treatmnt	0.00		22728.00	0.00	2327.90	17861.44	78.6	4866.56	
5017 5300 Standby Water Treatmnt	0.00		15710.00	0.00	1210.00	15710.00	100.0	0.00	
5018 5300 Insurance - H&L Water Treatmnt	0.00		76115.00	0.00	11982.57	74718.68	98.2	1396.32	
5019 5300 Insurance - W.C Water Treatmnt	0.00		12171.00	0.00	1829.78	23397.18	192.2	-11226.18	
5020 5300 Overtime Water Treatmnt	0.00		7705.00	0.00	1318.23	5058.67	65.7	2646.33	
5038 5300 Mat.& Supp. Water Treatmnt	0.00		69400.00	0.00	11539.34	72612.90	104.6	-3212.90	
5039 5300 Materials - Oth Water Treatmnt	0.00		10000.00	0.00	0.00	5639.52	56.4	4360.48	
5040 5300 Office Supplies Water Treatmnt	0.00		1800.00	0.00	0.00	0.00	.0	1800.00	
5041 5300 Staff Develop Water Treatmnt	0.00		1500.00	0.00	0.00	250.00	16.7	1250.00	
5044 5300 Utilities Water Treatmnt	0.00		164829.00	0.00	26680.77	199026.15	120.7	-34197.15	
5046 5300 Veh. Maint. Water Treatmnt	0.00		7000.00	0.00	0.00	4278.34	61.1	2721.66	
5048 5300 Vehicle - Oper Water Treatmnt	0.00		6000.00	0.00	604.06	6739.67	112.3	-739.67	
5076 5300 Bldg. Maint. Water Treatmnt	0.00		2000.00	0.00	0.00	0.00	.0	2000.00	
5084 5300 Government Reg Water Treatmnt	0.00		35000.00	0.00	-1447.48	32388.00	92.5	2612.00	
DEPT 5300 Subtotal ----->	0.00		710170.00	0.00	66685.71	672712.57	94.7	37457.43	
5010 5400 Super & Labor T&D Treated Wtr	0.00		375487.00	0.00	42918.73	311408.57	82.9	64078.43	
5013 5400 PERS UAL T&D Treated Wtr	0.00		168773.00	0.00	14060.73	168728.76	100.0	44.24	
5014 5400 P.E.R.S. T&D Treated Wtr	0.00		37074.00	0.00	3429.33	29833.08	80.5	7240.92	
5016 5400 Payroll Taxes T&D Treated Wtr	0.00		37549.00	0.00	2895.97	26215.79	69.8	11333.21	
5017 5400 Standby T&D Treated Wtr	0.00		15710.00	0.00	1210.00	15710.00	100.0	0.00	
5018 5400 Insurance - H&L T&D Treated Wt	0.00		125748.00	0.00	16697.87	116862.32	92.9	8885.68	
5019 5400 Insurance - W.C T&D Treated Wtr	0.00		20107.00	0.00	1285.83	24056.89	119.6	-3949.89	
5020 5400 Overtime T&D Treated Wtr	0.00		12729.00	0.00	2228.24	9377.70	73.7	3351.30	
5038 5400 Mat.& Supp. T&D Treated Wtr	0.00		99200.00	0.00	10793.47	69825.38	70.4	29374.62	
5039 5400 Materials - Oth T&D Treated Wt	0.00		0.00	0.00	0.00	2161.25	.0	-2161.25	
5040 5400 Office Supplies T&D Treated Wt	0.00		300.00	0.00	0.00	0.00	.0	300.00	
5041 5400 Staff Develop T&D Treated Wtr	0.00		2000.00	0.00	0.00	125.00	6.3	1875.00	
5044 5400 Utilities T&D Treated Wtr	0.00		21850.00	0.00	760.43	13331.54	61.0	8518.46	
5046 5400 Veh. Maint. T&D Treated Wtr	0.00		10000.00	0.00	3177.28	11325.02	113.3	-1325.02	
5048 5400 Vehicle - Oper T&D Treated Wtr	0.00		19000.00	0.00	1865.00	21153.48	111.3	-2153.48	
5084 5400 Government Reg T&D Treated Wtr	0.00		11600.00	0.00	814.20	6914.88	59.6	4685.12	
5095 5400 CAPITAL ACQ T&D Treated Wtr	0.00		38833.00	0.00	-35280.08	852.95	2.2	37980.05	
DEPT 5400 Subtotal ----->	0.00		995960.00	0.00	66857.00	827882.61	83.1	168077.39	
5010 5500 Super & Labor Customer Accts	0.00		99684.00	0.00	5016.01	90712.84	91.0	8971.16	
5011 5500 Wages-Part time Customer Accts	0.00		0.00	0.00	0.00	26772.85	.0	-26772.85	
5013 5500 PERS UAL Customer Accts	0.00		12819.00	0.00	1070.29	12843.48	100.2	-24.48	
5014 5500 P.E.R.S. Customer Accts	0.00		9842.00	0.00	947.60	9025.20	91.7	816.80	
5016 5500 Payroll Taxes Customer Accts	0.00		9968.00	0.00	1227.78	8147.32	81.7	1820.68	
5017 5500 Standby Taxes Customer Accts	0.00		33384.00	0.00	6847.45	36464.15	109.2	-3080.15	
5018 5500 Insurance - H&L Customer Accts	0.00		338.00	0.00	0.00	272.92	80.7	65.08	
5019 5500 Insurance - W.C Customer Accts	0.00		3379.00	0.00	423.66	1460.36	43.2	1918.64	
5020 5500 Office Supplies Customer Accts	0.00		21500.00	0.00	1776.57	21428.98	99.7	71.02	

REPORT.: 02/04/20  
 RUN...: 02/04/20 TIME: 12:39  
 Run By.: Christina Cross

Georgetown Divide PUD  
 Budget Report for Expenditures by FUND  
 For Calendar Period.: 06-19 Fiscal.: 12-19

PAGE: 002  
 ID #: GLER  
 CTL.: GEO

FUND #: 10		Name: Water Fund							
Expenditure Description		Year-to-Date Prof Budget	Year-to-Date Amended Budget	Encumbrance Balance	Current Actual	Year-to-Date Actual	Pct (%)	Unencumbered Balance	
5041	5500 Staff Develop Customer Accts	0.00	1290.00	0.00	0.00				
5044	5500 Utilities Customer Accts	0.00	5830.00	0.00		450.00	34.9	840.00	
5060	5500 Payroll Process Customer Accts	0.00	0.00	0.00	696.73	6557.65	112.5	-727.65	
5080	5500 Outside Serv Customer Accts	0.00	48000.00	0.00	0.00	20.00	.0	-20.00	
5095	5500 CAPITAL ACQ Customer Accts	0.00	30000.00	0.00	79.95	1277.90	2.7	46722.10	
DEPT 5500 Subtotal ----->		0.00	276034.00	0.00	18086.04	215433.65	78.0	60600.35	
5010	5600 Super & Labor	0.00	294584.00	0.00	44359.69	385828.69	131.0	-91244.69	
5011	5600 Wages-Part time	0.00	0.00	0.00	1146.60	33021.10	.0	-33021.10	
5013	5600 PERS UAL	0.00	94873.00	0.00	7907.59	94891.08	100.0	-18.08	
5014	5600 P.E.R.S.	0.00	29086.00	0.00	4070.88	36200.22	124.5	-7114.22	
5015	5600 I.C.M.A.	0.00	7790.00	0.00	596.16	7452.00	95.7	338.00	
5016	5600 Payroll Taxes	0.00	29458.00	0.00	2817.66	31099.24	105.6	-1641.24	
5018	5600 Insurance - H&L	0.00	98654.00	0.00	14685.77	86670.30	87.9	11983.70	
5019	5600 Overtime	0.00	2775.00	0.00	0.00	123.59	4.5	2651.41	
5020	5600 Insurance - W.C	0.00	9986.00	0.00	638.93	1801.95	18.0	8184.05	
5027	5600 Audit	0.00	21945.00	0.00	0.00	24510.00	111.7	-2565.00	
5034	5600 Insurance - Gen	0.00	72500.00	0.00	6580.23	76604.50	105.7	-4104.50	
5036	5600 Legal	0.00	150000.00	0.00	21231.32	191998.27	128.0	-41998.27	
5039	5600 Materials - Oth	0.00	2400.00	0.00	211.21	2535.76	105.7	-135.76	
5040	5600 Office Supplies	0.00	40150.00	0.00	2468.90	41260.48	102.8	-1110.48	
5041	5600 Staff Develop	0.00	5000.00	0.00	35.00	4080.48	81.6	919.52	
5042	5600 Travel	0.00	9140.00	0.00	0.00	6037.10	66.1	3102.90	
5044	5600 Utilities	0.00	12169.00	0.00	1867.55	25225.38	207.3	-13056.38	
5046	5600 Veh. Maint.	0.00	1000.00	0.00	0.00	405.62	40.6	594.38	
5048	5600 Vehicle - Oper	0.00	1000.00	0.00	0.00	920.41	92.0	79.59	
5060	5600 Payroll Process	0.00	14000.00	0.00	1811.88	13429.54	95.9	570.46	
5063	5600 BANK FEES	0.00	1000.00	0.00	0.00	252.72	25.3	747.28	
5070	5600 Director Remun	0.00	24000.00	0.00	2000.00	23600.00	98.3	400.00	
5076	5600 Bldg. Maint.	0.00	8000.00	0.00	485.00	7906.76	98.8	93.24	
5080	5600 Outside Serv	0.00	152600.00	0.00	1094.99	124860.21	81.8	27739.79	
5084	5600 Government Reg	0.00	3300.00	0.00	295.00	413.00	12.5	2887.00	
5089	5600 Memberships	0.00	25000.00	0.00	10214.00	33101.65	132.4	-8101.65	
5090	5600 Other	0.00	18000.00	0.00	33173.55	35242.38	195.8	-17242.38	
5091	5600 Elections	0.00	10000.00	0.00	0.00	6781.96	67.8	3218.04	
5095	5600 CAPITAL ACQ	0.00	30000.00	0.00	-7384.92	0.00	.0	30000.00	
7010	5600 Interest	0.00	0.00	0.00	56.34	729.38	.0	-729.38	
7011	5600 PRINCIPLE EXP	0.00	0.00	0.00	-11635.76	0.00	.0	0.00	
DEPT 5600 Subtotal ----->		0.00	1168410.00	0.00	138727.57	1296983.77	111.0	-128573.77	
FUND TOTAL		0.00	4220799.00	0.00	298411.68	4055506.29	96.1	165292.71	



REPORT.: 02/04/20  
 RUN...: 02/04/20 TIME: 12:39  
 Run By.: Christina Cross

Georgetown Divide PUD  
 Budget Report for Expenditures by FUND  
 For Calendar Period.: 06-19 Fiscal.: 12-19

PAGE: 003  
 ID #: GLER  
 CTL.: GEO

FUND #:	Name:	Year-to-Date Prof Budget	Year-to-Date Amended Budgt	Encumbrance Balance	Current Actual	Year-to-Date Actual	Pct (%)	Unencumbered Balance
12	RETIREE FUND							
5068	5600 Retiree Bene	0.00	90000.00	0.00	8458.67	102247.74	113.6	-12247.74
FUND TOTAL		0.00	90000.00	0.00	8458.67	102247.74	113.6	-12247.74

FUND #: 40

Name: Zone Fund

Expenditure Description	Year-to-Date Prof Budget	Year-to-Date Amended Budgt	Encumbrance Balance	Current Actual	Year-to-Date Actual	Pct (%)	Unencumbered Balance
5010 6700 Super & Labor Zone	0.00	130159.00	0.00	8532.92	84330.47	64.8	45828.53
5013 6700 PERS UAL Zone	0.00	23917.00	0.00	1993.69	23924.18	100.0	-7.18
5014 6700 P.E.R.S. Zone	0.00	12851.00	0.00	765.74	7540.71	58.7	5310.29
5016 6700 Payroll Taxes Zone	0.00	13016.00	0.00	449.83	6432.30	49.4	6583.70
5018 6700 Insurance - H&L Zone	0.00	43589.00	0.00	3773.06	28670.02	65.8	14918.98
5019 6700 Overtime Zone	0.00	6970.00	0.00	38.65	331.25	4.8	6638.75
5020 6700 Insurance - W.C Zone	0.00	4412.00	0.00	383.63	1666.06	37.8	2745.94
5034 6700 Insurance - Gen Zone	0.00	5000.00	0.00	172.79	5002.05	100.0	-2.05
5038 6700 Mat. & Supp. Zone	0.00	18000.00	0.00	552.71	5432.23	30.2	12567.77
5039 6700 Materials - Oth Zone	0.00	2750.00	0.00	0.00	1191.83	43.3	1558.17
5040 6700 Office Supplies Zone	0.00	2750.00	0.00	165.82	1796.84	65.3	953.16
5041 6700 Staff Develop Zone	0.00	1500.00	0.00	0.00	1038.16	69.2	461.84
5044 6700 Utilities Zone	0.00	12169.00	0.00	1307.70	14795.29	121.6	-2626.29
5046 6700 Veh. Maint. Zone	0.00	4000.00	0.00	185.30	210.78	5.3	3789.22
5048 6700 Vehicle - Oper Zone	0.00	4200.00	0.00	367.91	3775.04	89.9	424.96
5080 6700 Outside Serv Zone	0.00	57720.00	0.00	2059.00	41920.79	72.6	15799.21
5084 6700 Government Reg Zone	0.00	34050.00	0.00	3277.12	37952.46	111.5	-3902.46
5089 6700 Memberships Zone	0.00	616.00	0.00	0.00	0.00	.0	616.00
5095 6700 CAPITAL ACQ Zone	0.00	25000.00	0.00	-23825.76	0.00	.0	25000.00
DEPT 6700 Subtotal ----->	0.00	402669.00	0.00	200.11	266010.46	66.1	136658.54
FUND TOTAL	0.00	402669.00	0.00	200.11	266010.46	66.1	136658.54



**NEW BUSINESS**

ITEM 7.F.

**REPORT TO THE BOARD OF DIRECTORS  
BOARD MEETING OF FEBRUARY 11, 2020  
AGENDA ITEM NO. 7.F.**

**GDPUD**

**AGENDA SECTION: NEW BUSINESS**

**SUBJECT: FISCAL YEAR 2019-2020 FIRST QUARTER BUDGET REVIEW**

**PREPARED BY:** Christina Cross, Management Analyst

**APPROVED BY:** Steven Palmer, PE, General Manager

**BACKGROUND**

The attached reports provide a comparison of approved operating budget to actual revenues and expenditures for the First Quarter of Fiscal Year 2019-2020. Material differences are explained in the staff report.

**DISCUSSION**

**Revenues**

At the end of the first quarter, total water operating fund 10 revenues including property taxes, leases, and interest are at 17% of the budgeted amount. This percentage appears skewed because property tax revenues, which account for 33.33% of the annual revenue budget, were not received during the first quarter. Treated (residential, commercial, and construction) water sales are at 20%, and irrigation water sales are at 55%. Due to the District's billing cycles for treated and irrigation water, this represents income from one of six annual treated water billing cycles (July/August), and three of five months of irrigation water bills (July, August, September).

Total wastewater operating fund revenues are at 28% of the budgeted amount. This includes monthly zone charges, escrow fees, and design fees. The monthly zone charge revenues are 33% of the annual budgeted amount. Since monthly zone charges are billed ahead, this corresponds to four months of monthly zone charges (July/August and September/October).

**Expenditures**

At the end of the first quarter, water operating fund expenditures are at 32% of the budgeted amount, and wastewater operating fund expenditures are at 17% of the budgeted amount.

Most operating expenditures during the first quarter are within expected ranges for this point in the fiscal year. The largest variance in both water and wastewater can be seen in account 5013 – PERS UAL. The actual annual payment required by PERS for the District's unfunded accrued liability exceeded the budgeted amount by \$39,110 (\$35,613 in water operating, and \$3,497 in wastewater operating). The actual payment to PERS was \$542,778 and the total budgeted amount is \$503,668. A budget amendment is requested to account for this increase in cost.

**FISCAL IMPACT**

First Quarter operating revenues are within the expected ranges for this time of year. A budget amendment increasing the budget amount for account 5013 – PERS UAL by \$35,613 in water operating, and \$3,497 in wastewater operating is recommended.

**CEQA ASSESSMENT**

This action is not a CEQA Project.

**RECOMMENDED ACTION**

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District (GDPUD) receive and file this report and approve budget amendment increasing the budget amount for account 5013 – PERS UAL by \$35,613 in water operating, and \$3,497 in wastewater operating.

**ATTACHMENTS**

1. Fiscal Year 2019-2020 First Quarter Budget Report for Revenues
2. Fiscal Year 2019-2020 First Quarter Budget Report for Expenditures
3. Budget Amendment Form

**ATTACHMENT 1**

**FY19/20 FIRST QUARTER BUDGET REPORT FOR REVENUES**

REPORT.: 02/05/20  
 RUN...: 02/05/20 TIME: 11:41  
 Run By.: Christina Cross

Georgetown Divide PUD  
 Budget Report for Revenues by FUND  
 For Calendar Period.: 09-19 Fiscal.: 03-20

PAGE: 002  
 ID #: GLRR  
 CTL.: GEO

FUND #: 10

Name: Water Fund

Revenue Description	Year-to-Date Proforma Budget	Year-to-Date Amended Budget	Current Actual	Year-to-Date Actual	Pct(%)	Budget Remaining
3010 Water Sales-Res	0.00	2,900,000.00	-15,122.56	503,273.54	-17.4	2,396,726.46
3020 Water Sales-Com	0.00	0.00	0.00	73,806.10	.0	-73,806.10
3030 Water Sales-Cst	0.00	10,000.00	20.00	5,441.35	-54.4	4,558.65
3040 Water Sales-Irr	0.00	436,179.00	-308.40	239,502.02	-54.9	196,676.98
3060 Installation	0.00	9,653.00	200.00	4,020.40	-41.6	5,632.60
3090 Other Operating	0.00	0.00	0.50	4.60	.0	-4.60
4020 Interest	0.00	-52,100.00	3,079.78	8,946.13	17.2	-61,046.13
4025 UNREALIZED G/L	0.00	0.00	0.00	-3,194.87	.0	3,194.87
4030 Penalties	0.00	46,000.00	-2,379.50	7,043.58	-15.3	38,956.42
4040 Lease/Media One	0.00	89,551.00	6,017.63	24,036.37	-26.8	65,514.63
4050 Property Taxes	0.00	1,720,000.00	98,278.25	0.00	.0	1,720,000.00
4095 MISC INCOME	0.00	0.00	450.97	1,485.86	.0	-1,485.86
DEPT Subtotal ----->	0.00	5,159,283.00	90,236.67	864,365.08	-16.8	4,294,917.92
FUND TOTAL	0.00	5,159,283.00	90,236.67	864,365.08	-16.8	4,294,917.92

REPORT.: 02/05/20  
 RUN...: 02/05/20 TIME: 11:41  
 Run By.: Christina Cross

Georgetown Divide PUD  
 Budget Report for Revenues by FUND  
 For Calendar Period.: 09-19 Fiscal.: 03-20

PAGE: 013  
 ID #: GLRR  
 CTL.: GEO

FUND #: 40		Name: Zone Fund	Year-to-Date Proforma Budget	Year-to-Date Amended Budget	Current Actual	Year-to-Date Actual	Pct (%)	Budget Remaining
Revenue Description								
3192	Zone Charges		0.00	150,500.00	-502.40	49,435.24	-32.8	101,064.76
3193	ZONE-ESCROW FEE		0.00	28,000.00	1,300.00	4,160.00	-14.9	23,840.00
3194	Septic Design		0.00	3,000.00	0.00	2,460.00	-82.0	540.00
4020	Interest		0.00	9,000.00	0.00	0.00	.0	9,000.00
4025	UNREALIZED G/L		0.00	0.00	0.00	-1,210.06	.0	1,210.06
DEPT	Subtotal ----->		0.00	190,500.00	797.60	54,845.18	-28.8	135,654.82
FUND TOTAL			0.00	190,500.00	797.60	54,845.18	-28.8	135,654.82



REPORT.: 02/05/20  
 RUN....: 02/05/20 TIME: 11:41  
 Run By.: Christina Cross

Georgetown Divide PUD  
 Budget Report for Revenues by FUND - Summary Report  
 For Calendar Period.: 09-19 Fiscal.: 03-20

PAGE: 018  
 ID #: GLRR  
 CTL.: GEO

Revenue Description	Year-to-Date Proforma	Year-to-Date Budget	Current Actual	Year-to-Date Actual	Pct (%)	Budget Remaining
08 SMUD FUND	0.00	110,900.00	0.00	-299.26	.3	111,199.26
10 Water Fund	0.00	5,159,283.00	90,236.67	864,365.08	-16.8	4,294,917.92
12 RETIREE FUND	0.00	0.00	2,730.38	9,789.75	.0	-9,789.75
14 STEWART MINE FD	0.00	0.00	0.00	-41.84	.0	41.84
17 WATER DEVE.FUND	0.00	0.00	0.00	-489.38	.0	489.38
19 SMERFUND	0.00	0.00	0.00	-1,265.47	.0	1,265.47
20 ALT Fund	0.00	648,923.00	-399.82	108,906.35	-16.8	540,016.65
24 CAPITAL REPLACE	0.00	0.00	0.00	-744.02	.0	744.02
29 STATE REV FUND	0.00	0.00	62.13	184.60	.0	-184.60
30 Hydro Fund	0.00	60,000.00	8,898.42	8,440.11	-14.1	51,559.89
37 GARDEN VALLEY	0.00	0.00	0.00	-87.12	.0	87.12
39 CAP FAC CHARGE	0.00	0.00	0.00	-1,760.94	.0	1,760.94
40 Zone Fund	0.00	190,500.00	797.60	54,845.18	-28.8	135,654.82
41 CDS M & O Fund	0.00	0.00	0.00	-47.49	.0	47.49
42 CDS RESRV EXP.	0.00	0.00	0.00	-204.72	.0	204.72
43 CAPITAL RESERVE	0.00	0.00	0.00	-529.19	.0	529.19
51 KELSEY NORTH	0.00	0.00	0.00	-125.76	.0	125.76
-----						
Total of all FUNDS	0.00	6,169,606.00	102,325.38	1,040,935.88	-16.9	5,128,670.12
=====						

**ATTACHMENT 2**

**FY19/20 FIRST QUARTER BUDGET REPORT FOR EXPENDITURES**

FUND #: 10		Name: Water Fund	Year-to-Date	Year-to-Date	Encumbrance	Current	Year-to-Date		Unencumbered
Expenditure Description			Prof Budget	Amended Budget	Balance	Actual	Actual	Pct(%)	Balance
5010	5100 Super & Labor Srce of Supply		0.00	143232.00	0.00	7946.84	21663.44	15.1	121568.56
5013	5100 PERS UAL Srce of Supply		0.00	10426.00	0.00	0.00	10855.56	104.1	-429.56
5014	5100 P.E.R.S. Srce of Supply		0.00	13691.00	0.00	901.62	2623.60	19.2	11067.40
5016	5100 Payroll Taxes Srce of Supply		0.00	14323.00	0.00	755.65	2555.46	17.8	11767.54
5017	5100 Standby Srce of Supply		0.00	6330.00	0.00	1210.00	4220.00	63.7	2410.00
5018	5100 Insurance - H&L Srce of Supply		0.00	49150.00	0.00	3231.09	6813.36	13.9	42336.64
5019	5100 Overtime Srce of Supply		0.00	8891.00	0.00	1211.40	4161.30	46.8	4729.70
5020	5100 Insurance - W.C Srce of Supply		0.00	4825.00	0.00	0.00	1759.49	36.5	3065.51
5038	5100 Mat.& Supp. Srce of Supply		0.00	12594.00	0.00	399.70	1850.93	14.7	10743.07
5041	5100 Staff Develop Srce of Supply		0.00	1500.00	0.00	0.00	0.00	.0	1500.00
5044	5100 Utilities Srce of Supply		0.00	9498.00	0.00	53.63	160.89	1.7	9337.11
5046	5100 Veh. Maint. Srce of Supply		0.00	8000.00	0.00	261.85	485.87	6.1	7514.13
5048	5100 Vehicle - Oper Srce of Supply		0.00	6200.00	0.00	556.43	1949.52	31.4	4250.48
5080	5100 Outside Serv Srce of Supply		0.00	10000.00	0.00	4172.84	8833.74	88.3	1166.26
5084	5100 Government Reg Srce of Supply		0.00	56300.00	0.00	0.00	43872.00	77.9	12428.00
5089	5100 Memberships Srce of Supply		0.00	616.00	0.00	0.00	325.50	52.8	290.50
5095	5100 CAPITAL ACQ Srce of Supply		0.00	39500.00	0.00	31542.41	31542.41	79.9	7957.59
DEPT 5100	Subtotal ----->		0.00	395376.00	0.00	52243.46	143673.07	36.3	251702.93
5010	5200 Super & Labor T&D Raw Water		0.00	295792.00	0.00	21737.48	54551.83	18.4	241240.17
5011	5200 Wages-Part time T&D Raw Water		0.00	5000.00	0.00	0.00	0.00	.0	5000.00
5013	5200 PERS UAL T&D Raw Water		0.00	198450.00	0.00	0.00	211683.42	106.7	-13233.42
5014	5200 P.E.R.S. T&D Raw Water		0.00	28274.00	0.00	2417.59	7349.22	26.0	20924.78
5016	5200 Payroll Taxes T&D Raw Water		0.00	29579.00	0.00	2026.56	6687.72	22.6	22891.28
5017	5200 Standby T&D Raw Water		0.00	5237.00	0.00	2420.00	8440.00	161.2	-3203.00
5018	5200 Insurance - H&L T&D Raw Water		0.00	101500.00	0.00	9424.69	19221.00	18.9	82279.00
5019	5200 Overtime T&D Raw Water		0.00	18360.00	0.00	3647.63	11320.01	61.7	7039.99
5020	5200 Insurance - W.C T&D Raw Water		0.00	9964.00	0.00	0.00	3759.64	37.7	6204.36
5038	5200 Mat. & Supp. T&D Raw Water		0.00	20416.00	0.00	369.41	2815.95	13.8	17600.05
5039	5200 Materials - Oth T&D Raw Water		0.00	0.00	0.00	12.90	512.90	.0	-512.90
5040	5200 Office Supplies T&D Raw Water		0.00	100.00	0.00	0.00	0.00	.0	100.00
5041	5200 Staff Develop T&D Raw Water		0.00	1500.00	0.00	0.00	0.00	.0	1500.00
5044	5200 Utilities T&D Raw Water		0.00	1357.00	0.00	107.26	321.78	23.7	1035.22
5046	5200 Veh. Maint. T&D Raw Water		0.00	10000.00	0.00	261.22	522.54	5.2	9477.46
5048	5200 Vehicle - Oper T&D Raw Water		0.00	15500.00	0.00	1764.28	5780.77	37.3	9719.23
5080	5200 Outside Serv T&D Raw Water		0.00	1700.00	0.00	0.00	1700.00	100.0	0.00
5084	5200 Government Reg T&D Raw Water		0.00	0.00	0.00	48.27	48.27	.0	-48.27
5095	5200 CAPITAL ACQ T&D Raw Water		0.00	60900.00	0.00	0.00	1081.78	1.8	59818.22
DEPT 5200	Subtotal ----->		0.00	803629.00	0.00	44237.29	335796.83	41.8	467832.17
5010	5300 Super & Labor Water Treatmnt		0.00	189635.00	0.00	14906.74	54569.32	28.8	135065.68
5013	5300 PERS UAL Water Treatmnt		0.00	48371.00	0.00	0.00	54277.80	112.2	-5906.80
5014	5300 P.E.R.S. Water Treatmnt		0.00	18126.00	0.00	1699.19	5113.80	28.2	13012.20
5016	5300 Payroll Taxes Water Treatmnt		0.00	18963.00	0.00	1427.29	4146.84	21.9	14816.16
5017	5300 Standby Water Treatmnt		0.00	10473.00	0.00	1210.00	4220.00	40.3	6253.00
5018	5300 Insurance - H&L Water Treatmnt		0.00	65073.00	0.00	5621.95	12299.42	18.9	52773.58
5019	5300 Overtime Water Treatmnt		0.00	11771.00	0.00	3423.27	9590.84	81.5	2180.16
5020	5300 Insurance - W.C Water Treatmnt		0.00	6388.00	0.00	0.00	1445.64	22.6	4942.36
5038	5300 Mat. & Supp. Water Treatmnt		0.00	67763.00	0.00	7970.35	22693.08	33.5	45069.92
5039	5300 Materials - Oth Water Treatmnt		0.00	10000.00	0.00	0.00	0.00	.0	10000.00
5040	5300 Office Supplies Water Treatmnt		0.00	300.00	0.00	0.00	0.00	.0	300.00
5041	5300 Staff Develop Water Treatmnt		0.00	1500.00	0.00	0.00	0.00	.0	1500.00
5044	5300 Utilities Water Treatmnt		0.00	179464.00	0.00	18504.51	76264.93	42.5	103199.07
5046	5300 Veh. Maint. Water Treatmnt		0.00	7000.00	0.00	58.35	386.35	5.5	6613.65
5048	5300 Vehicle - Oper Water Treatmnt		0.00	6500.00	0.00	569.68	1689.67	26.0	4810.33
5076	5300 Bldg. Maint. Water Treatmnt		0.00	2000.00	0.00	0.00	0.00	.0	2000.00
5080	5300 Outside Serv Water Treatmnt		0.00	8300.00	0.00	0.00	0.00	.0	8300.00
5084	5300 Government Reg Water Treatmnt		0.00	60080.00	0.00	2505.88	13335.55	22.2	46744.45
5089	5300 Memberships Water Treatmnt		0.00	0.00	0.00	0.00	325.50	.0	-325.50
5095	5300 CAPITAL ACQ Water Treatmnt		0.00	30000.00	0.00	0.00	0.00	.0	30000.00
DEPT 5300	Subtotal ----->		0.00	741707.00	0.00	57897.21	260358.74	35.1	481348.26
5010	5400 Super & Labor T&D Treated Wtr		0.00	308133.00	0.00	29291.18	75007.20	24.3	233125.80
5013	5400 PERS UAL T&D Treated Wtr		0.00	35827.00	0.00	0.00	37994.46	106.0	-2167.46
5014	5400 P.E.R.S. T&D Treated Wtr		0.00	29453.00	0.00	2779.50	7876.33	26.7	21576.67
5016	5400 Payroll Taxes T&D Treated Wtr		0.00	30813.00	0.00	2330.67	6708.19	21.8	24104.81
5017	5400 Standby T&D Treated Wtr		0.00	0.00	0.00	1210.00	4220.00	.0	-4220.00
5018	5400 Insurance - H&L T&D Treated Wt		0.00	105735.00	0.00	10084.48	20961.91	19.8	84773.09
5019	5400 Overtime T&D Treated Wtr		0.00	19126.00	0.00	1474.28	5168.77	27.0	13957.23
5020	5400 Insurance - W.C T&D Treated Wt		0.00	10380.00	0.00	0.00	2300.78	22.2	8079.22
5038	5400 Mat. & Supp. T&D Treated Wtr		0.00	90736.00	0.00	6324.72	35431.38	39.0	55304.62
5039	5400 Materials - Oth T&D Treated Wt		0.00	0.00	0.00	1000.00	1000.00	.0	-1000.00
5040	5400 Office Supplies T&D Treated Wt		0.00	300.00	0.00	0.00	0.00	.0	300.00
5041	5400 Staff Develop T&D Treated Wtr		0.00	2000.00	0.00	0.00	195.00	9.8	1805.00
5044	5400 Utilities T&D Treated Wtr		0.00	20379.00	0.00	794.96	2479.15	12.2	17899.85
5046	5400 Veh. Maint. T&D Treated Wtr		0.00	10000.00	0.00	133.99	624.02	6.2	9375.98
5048	5400 Vehicle - Oper T&D Treated Wtr		0.00	22000.00	0.00	1825.92	5803.28	26.4	16196.72
5084	5400 Government Reg T&D Treated Wtr		0.00	12200.00	0.00	176.40	1015.12	8.3	11184.88
5089	5400 Memberships T&D Treated Wtr		0.00	0.00	0.00	456.25	781.75	.0	-781.75
5095	5400 CAPITAL ACQ T&D Treated Wtr		0.00	5500.00	0.00	0.00	0.00	.0	5500.00
DEPT 5400	Subtotal ----->		0.00	702582.00	0.00	57882.35	207567.34	29.5	495014.66
5010	5500 Super & Labor Customer Accts		0.00	135443.00	0.00	7494.92	27280.30	20.1	108162.70
5011	5500 Wages-Part time Customer Accts		0.00	0.00	0.00	2963.15	6231.42	.0	-6231.42
5013	5500 PERS UAL Customer Accts		0.00	9998.00	0.00	0.00	10855.56	108.6	-857.56
5014	5500 P.E.R.S. Customer Accts		0.00	12946.00	0.00	652.86	1874.12	14.5	11071.88

FUND #: 10		Name: Water Fund							
Expenditure Description		Year-to-Date Prof Budget	Year-to-Date Amended Budget	Encumbrance Balance	Current Actual	Year-to-Date Actual	Pct (%)	Unencumbered Balance	
5016	5500 Payroll Taxes Customer Accts	0.00	13544.00	0.00	545.98	1166.57	8.6	12377.43	
5018	5500 Insurance - H&L Customer Accts	0.00	46476.00	0.00	2072.17	4403.63	9.5	42072.37	
5019	5500 Overtime Customer Accts	0.00	8407.00	0.00	0.00	0.00	.0	8407.00	
5020	5500 Insurance - W.C Customer Accts	0.00	4562.00	0.00	0.00	432.23	9.5	4129.77	
5040	5500 Office Supplies Customer Accts	0.00	27015.00	0.00	2145.08	3314.40	12.3	23700.60	
5041	5500 Staff Develop Customer Accts	0.00	1290.00	0.00	0.00	0.00	.0	1290.00	
5044	5500 Utilities Customer Accts	0.00	6500.00	0.00	517.41	1684.22	25.9	4815.78	
5060	5500 Payroll Process Customer Accts	0.00	0.00	0.00	0.00	40.00	.0	-40.00	
5080	5500 OUTSIDE Serv Customer Accts	0.00	20000.00	0.00	79.95	239.85	1.2	19760.15	
5095	5500 CAPITAL ACQ Customer Accts	0.00	60000.00	0.00	18228.66	24682.66	41.1	35317.34	
DEPT 5500 Subtotal ----->		0.00	346181.00	0.00	34700.18	82204.96	23.7	263976.04	
5010	5600 Super & Labor	0.00	395891.00	0.00	28473.88	90860.23	23.0	305030.77	
5011	5600 Wages-Part time	0.00	20000.00	0.00	137.20	1205.40	6.0	18794.60	
5013	5600 PERS UAL	0.00	187810.00	0.00	0.00	200827.86	106.9	-13017.86	
5014	5600 P.E.R.S.	0.00	37842.00	0.00	2836.18	9099.77	24.0	28742.23	
5015	5600 I.C.M.A.	0.00	7750.00	0.00	596.16	2086.56	26.9	5663.44	
5016	5600 Payroll Taxes	0.00	39589.00	0.00	2369.29	8331.67	21.0	31257.33	
5018	5600 Insurance - H&L	0.00	135849.00	0.00	7910.49	13215.27	9.7	122633.73	
5019	5600 Overtime	0.00	24573.00	0.00	0.00	117.64	.5	24455.36	
5020	5600 Insurance - W.C	0.00	13336.00	0.00	0.00	636.98	4.8	12699.02	
5027	5600 Audit	0.00	21945.00	0.00	0.00	0.00	.0	21945.00	
5034	5600 Insurance - Gen	0.00	76126.00	0.00	0.00	29104.14	38.2	47021.86	
5036	5600 Legal	0.00	200000.00	0.00	14812.78	35176.40	17.6	164823.60	
5038	5600 Mat. & Supp.	0.00	5568.00	0.00	241.20	603.00	10.8	4965.00	
5039	5600 Materials - Oth	0.00	2520.00	0.00	211.21	844.84	33.5	1675.16	
5040	5600 Office Supplies	0.00	37900.00	0.00	2148.27	5520.05	14.6	32379.95	
5041	5600 Staff Develop	0.00	6200.00	0.00	0.00	1065.00	17.2	5135.00	
5042	5600 Travel	0.00	12220.00	0.00	2499.51	4924.82	40.3	7295.18	
5044	5600 Utilities	0.00	31814.00	0.00	2096.07	6376.31	20.0	25437.69	
5048	5600 Vehicle - Oper	0.00	0.00	0.00	83.06	83.06	.0	-83.06	
5060	5600 Payroll Process	0.00	9400.00	0.00	1882.94	6027.76	64.1	3372.24	
5063	5600 BANK FEES	0.00	6000.00	0.00	0.00	0.00	.0	6000.00	
5070	5600 Director Remun	0.00	24000.00	0.00	1634.60	5234.60	21.8	18765.40	
5076	5600 Bldg, Maint.	0.00	5000.00	0.00	485.00	1072.21	21.4	3927.79	
5080	5600 Outside Serv	0.00	146080.00	0.00	3542.50	6402.49	4.4	139677.51	
5084	5600 Government Reg	0.00	0.00	0.00	0.00	3723.18	.0	-3723.18	
5089	5600 Memberships	0.00	24450.00	0.00	22.50	12526.50	51.2	11923.50	
5090	5600 Other	0.00	3000.00	0.00	1450.00	2773.71	92.5	226.29	
5095	5600 CAPITAL ACQ	0.00	65000.00	0.00	18228.67	24682.67	38.0	40317.33	
7010	5600 Interest	0.00	0.00	0.00	33.13	100.61	.0	-100.61	
7011	5600 PRINCIPLE EXP	0.00	0.00	0.00	1197.75	3581.02	.0	-3581.02	
7021	5600 Environmental	0.00	0.00	0.00	0.00	150.00	.0	-150.00	
DEPT 5600 Subtotal ----->		0.00	1539863.00	0.00	92892.39	476353.75	30.9	1063509.25	
FUND TOTAL		0.00	4529338.00	0.00	339852.88	1505954.69	33.2	3023383.31	

REPORT.: 02/05/20  
 RUN....: 02/05/20 TIME: 11:58  
 Run By.: Christina Cross

Georgetown Divide PUD  
 Budget Report for Expenditures by FUND  
 For Calendar Period.: 09-19 Fiscal.: 03-20

PAGE: 003  
 ID #: GLER  
 CTL.: GEO

FUND #: 12

Name: RETIREE FUND

Expenditure Description	Year-to-Date Prof Budget	Year-to-Date Amended Budgt	Encumbrance Balance	Current Actual	Year-to-Date Actual	Pct (%)	Unencumbered Balance
5068 5600 Retiree Bene	0.00	102000.00	0.00	8078.81	23020.21	22.6	78979.79
FUND TOTAL	0.00	102000.00	0.00	8078.81	23020.21	22.6	78979.79

FUND #: 40

Name: Zone Fund

Expenditure Description	Year-to-Date Prof Budget	Year-to-Date Amended Budgt	Encumbrance Balance	Current Actual	Year-to-Date Actual	Pct (%)	Unencumbered Balance
5010 6700 Super & Labor Zone	0.00	105022.00	0.00	5499.93	16457.45	15.7	88564.55
5013 6700 PERS UAL Zone	0.00	12786.00	0.00	0.00	16283.34	127.4	-3497.34
5014 6700 P.E.R.S. Zone	0.00	10039.00	0.00	478.24	1440.87	14.4	8598.13
5016 6700 Payroll Taxes Zone	0.00	10502.00	0.00	400.86	1426.33	13.6	9075.67
5018 6700 Insurance - H&L Zone	0.00	36038.00	0.00	1774.25	4315.07	12.0	31722.93
5019 6700 Overtime Zone	0.00	6519.00	0.00	0.00	46.38	.7	6472.62
5020 6700 Insurance - W.C Zone	0.00	3538.00	0.00	0.00	393.19	11.1	3144.81
5034 6700 Insurance - Gen Zone	0.00	5250.00	0.00	0.00	1207.32	23.0	4042.68
5038 6700 Mat. & Supp. Zone	0.00	14074.00	0.00	23.16	682.50	4.8	13391.50
5039 6700 Materials - Oth Zone	0.00	2750.00	0.00	0.00	0.00	.0	2750.00
5040 6700 Office Supplies Zone	0.00	2000.00	0.00	0.00	0.00	.0	2000.00
5041 6700 Staff Develop Zone	0.00	1500.00	0.00	0.00	0.00	.0	1500.00
5044 6700 Utilities Zone	0.00	18300.00	0.00	1021.57	3091.60	16.9	15208.40
5046 6700 Veh. Maint. Zone	0.00	2000.00	0.00	0.00	0.00	.0	2000.00
5048 6700 Vehicle - Oper Zone	0.00	4500.00	0.00	275.94	1027.03	22.8	3472.97
5080 6700 Outside Serv Zone	0.00	15720.00	0.00	59.00	988.60	6.3	14731.40
5084 6700 Government Reg Zone	0.00	43350.00	0.00	3319.26	3319.26	7.7	40030.74
5089 6700 Memberships Zone	0.00	616.00	0.00	0.00	325.50	52.8	290.50
DEPT 6700 Subtotal ----->	0.00	294504.00	0.00	12852.21	51004.44	17.3	243499.56
FUND TOTAL	0.00	294504.00	0.00	12852.21	51004.44	17.3	243499.56

**ATTACHMENT 3**  
**BUDGET AMENDMENT FORM**

**GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT**  
**Administrative Directive 2019-03**  
*Budget Change Request Form*  
 Fiscal Year 2019-20

**Date:** 2/11/2020

**To:** Steven Palmer, PE, General Manager

**From:** Steven Palmer, PE, General Manager

**Source of Funds or Transfer from:**

<u>Account Description</u>	<u>Account Number</u>	<u>Amount</u>		
		<u>Current Budget</u>	<u>Budget Change</u>	<u>Amended Budget</u>
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
<b>Total:</b>		\$	-	

**New Appropriation or Transfer to:**

<u>Account Description</u>	<u>Account Number</u>	<u>Amount</u>		
		<u>Current Budget</u>	<u>Budget Change</u>	<u>Amended Budget</u>
PERS UAL	10-5100-5013	\$ 10,426	430	10,856
PERS UAL	10-5200-5013	198,450	13,233	211,683
PERS UAL	10-5300-5013	48,371	5,907	54,278
PERS UAL	10-5400-5013	35,827	2,167	37,994
PERS UAL	10-5500-5013	9,998	858	10,856
PERS UAL	10-5600-5013	187,810	13,018	200,828
PERS UAL	40-6700-5013	12,786	3,497	16,283
<b>Total:</b>		\$	39,110	

**Reason for change:**

Actual required PERS UAL payment exceeded budget by \$39,110

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

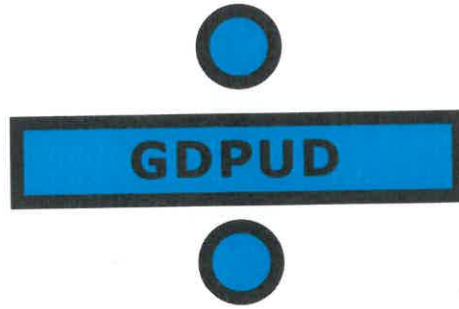
**Requested by:** Steven Palmer, PE, General Manager **Date:** \_\_\_\_\_

**General Manager:** Steven Palmer, PE, General Manager **Date:** \_\_\_\_\_

**Recommended:** Yes:  No:

**Approved:** Yes:  No:





## NEW BUSINESS

ITEM 7.H.

**REPORT TO THE BOARD OF DIRECTORS  
BOARD MEETING OF FEBRUARY 11, 2020  
AGENDA ITEM NO. 7.H.**



**AGENDA SECTION: NEW BUSINESS**

**SUBJECT: APPROVE ATTENDANCE AND REIMBURSEMENT FOR  
DIRECTOR EXPENSES INCURRED FOR PARTICIPATION IN  
THE ACWA SPRING CONFERENCE**

**PREPARED BY:** Kelly Molloy, Board Assistant *KM*

**APPROVED BY:** Steven Palmer, PE, General Manager *SP*

---

**BACKGROUND**

In the past, Directors have participated in conferences offered by the Association of California Water Agencies (ACWA) to connect and stay current with the water industry. Program offerings include Statewide Issue Forums, Town Hall discussions, Region Programs, and sessions covering a wide range of topics including groundwater management, water rates issues, crisis communications, affordable drinking water issues, municipal finance, and more.

**DISCUSSION**

The 2020 ACWA Spring Conference is scheduled for May 5-8, in Monterey.

In accordance with Board adopted District policy, conference attendance and travel by Directors is paid on a reimbursement basis. Directors must pay for their own conference registration fees, hotels, travel, and meals, then request reimbursement after attending the conference and reporting back to the full Board. Cash advances or use of District credit cards for these purposes is not permitted.

If Directors Souza and Garcia attend, as the GDPUD representatives to ACWA/JPIA, they may have scheduled meetings to attend requiring an extra night stay.

The General Manager is attending in order to fulfill his duties as an ACWA Region 3 Board member. The GDPUD Board needs to provide direction on which Directors will attend the ACWA conference.

**FISCAL IMPACT**

The expenditure for participation in the ACWA Spring Conference was included in the FY 2019-20 budget, and a budget amendment is not required. Registration for this conference will be \$725 per attendee, and hotel rooms range from \$227 to \$237 per night, plus tax and fees. Some meals are provided, and others are not. Staff estimates approximately \$5700 for two

directors and the General Manager to attend. A cost estimate spreadsheet is included as Attachment 1.

**CEQA ASSESSMENT**

This is not a CEQA Project.

**RECOMMENDED ACTION**

Approve attendance by Directors at the ACWA Spring Conference in Monterey and approve reimbursements for conference and travel-related expenses incurred by their participation.

**ALTERNATIVES**

(a) Request substantive changes to the Resolution for staff to implement; (b) Reject the Resolution.

**ATTACHMENTS**

1. Cost Estimate Spreadsheet
2. Registration Information
3. Resolution

**AGENDA ITEM 7.H.**

**Attachment 1**

Cost Estimate Spreadsheet

**ACWA SPRING CONFERENCE**  
**Monterey, California**  
**May 5-8, 2020**  
**Estimated Cost to Attend**

<b>Steve Palmer, General Manager</b>		
<u>Registration</u>		\$ 725.00
<u>Hotel</u> (TBD) (\$237/night + 12% tax + \$2 tourism fee + \$16 parking)		
Wednesday	\$ 283.44	
Thursday	<u>\$ 283.44</u>	
		\$ 566.88
<u>Meals</u> (Breakfast = \$7, Lunch Reimbursable = \$11, Dinner Reimbursable = \$23)		
Wednesday - Dinner	\$ 23.00	
Thursday - N/A	\$ -	
Friday - Lunch	<u>\$ 7.00</u>	
		\$ 30.00
<u>Mileage</u> (244 miles x 2 at \$0.58)		\$ 283.04
<b>Total Estimate for Steve Palmer</b>		<b>\$ 1,604.92</b>

<b>Two Directors*</b>		
<u>Registration</u>		\$ 1,450.00
<u>Hotel</u> (TBD) (\$237/night + 12% tax + \$2 tourism fee + \$16 parking)		
Tuesday	\$ 566.88	
Wednesday	\$ 566.88	
Thursday	<u>\$ 566.88</u>	
		\$ 1,700.64
Wednesday - Dinner	\$ 46.00	
Thursday - N/A	\$ -	
Friday - Lunch	<u>\$ 14.00</u>	
		\$ 60.00
<u>Mileage</u> (488 miles round trip at \$0.58) x 2 vehicles		\$ 566.08
<b>Total Estimate for two Directors</b>		<b>\$ 3,776.72</b>

<b>Total for General Manager and two Directors:</b>	<b>\$ 5,381.64</b>
---	--------------------

\* There will be one additional night's lodging,  
plus additional meals due to JPIA meetings. Estimated additional cost: \$ 293.68

<b>Total including JPIA Mtgs and related expenses:</b>	<b>\$ 5,675.32</b>
--	--------------------

*Please note: This estimate is for planning purposes only, and not an actual budget. Actual costs will vary depending upon which hotel is selected, number of nights and meals claimed, type of transportation, and possibility of car pooling.*

**AGENDA ITEM 7.H.**

**Attachment 2**

Registration Information

## REGISTRATION, MEALS AND HOTEL PRICING SHEET



### REGISTER ONLINE

Register online by **April 17, 2020** at [www.acwa.com](http://www.acwa.com) to take advantage of the advance pricing.



### REGISTER ON SOMEONE'S BEHALF

Select from a list of people affiliated with your company in your account. If the registrant is not listed, you will need to create a Portal profile for the registrant before registering.

REGISTRATION OPTIONS <i>Advance pricing applies to ACWA public agency members, associates &amp; affiliates. Standard pricing applies to non-members of ACWA.</i>	ADVANCE DEADLINE: 4/17/20		ONSITE	
	ADVANTAGE	STANDARD	ADVANTAGE	STANDARD
Full Conference Registration & Meals Package	\$725	N/A	N/A	N/A
Full Conference Registration Only (meals sold separately)	\$580	\$870	\$600	\$890
One-Day Conference Registration (meals sold separately) <b>Wednesday:</b> Registration includes Welcome Reception on Tuesday evening <b>-OR-</b> <b>Thursday:</b> Registration includes ability to purchase a ticket for Friday breakfast	\$345	\$520	\$365	\$540
Guest Conference Registration (meals sold separately) Guest registration is not available to anyone with a professional reason to attend.	\$75	\$75	\$75	\$75
MEAL FUNCTIONS	ADVANCE		ONSITE	
Wednesday Opening Breakfast - May 6	\$55		\$60	
Wednesday Luncheon - May 6	\$60		\$65	
Thursday Networking Continental Breakfast - May 7	\$45		\$50	
Thursday Luncheon - May 7	\$60		\$65	
Thursday Dinner - May 7	\$75		\$80	
Friday Breakfast - May 8	\$55		\$60	

### HOTEL INFORMATION

You must be registered for the ACWA conference in order to receive hotel reservation information and conference special room rate. **Conference special rate is available February 24**, based on availability.

#### HOTELS

**Monterey Marriott** (350 Calle Principal)  
Single/Double \$237/night + taxes & fees  
*Hotel Reservation Deadline: April 11, 2020*

**Portola Hotel** (2 Portola Plaza)  
Single/Double \$226/night\* + taxes & fees  
*Hotel Reservation Deadline: April 10, 2020*

**Hotel Pacific** (300 Pacific Street)  
Single/Double \$227/night\* + taxes & fees  
*Hotel Reservation Deadline: April 17, 2020*

#### IMPORTANT DATES

For those **registering for conference prior to February 24**, hotel information will be provided via e-mail on February 24.

For those registering for conference after **February 24**, your confirmation e-mail will include hotel reservation information and an opportunity to receive a conference special hotel rate.

Please note, reservation must be made by the hotel reservation deadlines for each hotel.

#### QUESTIONS?

Contact us at (888) 666-2292

**Registration Cancellation deadline: April 17, 2020 4:30 p.m. (PST)**

Conference terms and conditions available at [acwa.com](http://acwa.com) in the event section.



# ACWA 2020 Spring Conference & Exhibition

## PRELIMINARY AGENDA

May 5-8, 2020 • Monterey, CA

### ACWA JPIA - MONDAY, MAY 4

- 8:30 - 10:00 AM**
  - ACWA JPIA Program Committee
- 10:15 - 11:15 AM**
  - ACWA JPIA Executive Committee
- 1:30 - 4:00 PM**
  - ACWA JPIA Board of Directors
- 4:00 - 5:00 PM**
  - ACWA JPIA Town Hall
- 5:00 - 6:00 PM**
  - ACWA JPIA Reception

### TUESDAY, MAY 5

- 8:00 AM - 9:45 AM**
  - Agriculture Committee
- 8:00 AM - 6:00 PM**
  - Registration
- 8:30 AM - Noon**
  - ACWA JPIA Seminars
- 9:00 AM - 4:00 PM**
  - ACWA Legal Briefing & CLE Workshop
- 10:00 - 11:45 AM**
  - Groundwater Committee
  - Local Government Committee
- 11:00 AM - Noon**
  - Outreach Task Force
- Noon - 2:00 PM**
  - ACWA 101 & Luncheon
  - Committee Lunch Break
- 1:00 - 2:45 PM**
  - Energy Committee
  - Finance Committee
  - Scholarship & Awards Subcommittee
  - Water Management Committee
- 1:30 - 3:30 PM**
  - ACWA JPIA: Sexual Harassment Prevention for Board Members & Managers (AB 1825)
- 3:00 - 4:45 PM**
  - Communications Committee
  - Federal Affairs Committee
  - Membership Committee
  - Water Quality Committee
- 5:00 - 6:30 PM**
  - Welcome Reception in the Exhibit Hall

### WEDNESDAY, MAY 6

- 7:30 AM - 5 PM**
  - Registration
- 8:00 - 9:45 AM**
  - Opening Breakfast *(Ticket Required)*

### WEDNESDAY, MAY 6 *(continued)*

- 7:30 AM - Noon & 1:30 - 6:00 PM**
  - Exhibit Hall
- 7:30 - 8:30 AM**
  - Coffee Service in the Exhibit Hall
- 10:00 - 11:30 AM**
  - Attorneys Program
  - Energy Committee Program
  - Exhibitor Demos
  - Finance Program
  - Region Issue Forum
  - Statewide Issue Forum
  - Technology Program
  - Water Industry Trends Program
- 11:30 - NOON**
  - Networking in the Exhibit Hall
- NOON - 1:45 PM**
  - General Session Luncheon *(Ticket Required)*
- 2:00 - 3:15 PM**
  - Attorney Program
  - Communications Committee Program
  - Energy Committee Program
  - Exhibitor Case Study
  - Region Program
  - Statewide Issue Forum
  - Water Industry Trends Program
- 3:30 - 4:45 PM**
  - Exhibitor Case Study
  - Finance Program
  - Local Government Committee
  - Statewide Issue Forums
  - Technology Program
  - Water Industry Trends Program
- 3:30 - 5:30 PM**
  - Legal Affairs Committee
- 5:00 - 6:00 PM**
  - Prize Drawing Fiesta Night in the Exhibit Hall
- 5:30 - 7:00 PM**
  - CalDesal Hosted Mixer
  - Jacobs Hosted Reception

### THURSDAY, MAY 7

- 7:30 AM - 4:00 PM**
  - Registration
- 7:45 - 9:15 AM**
  - Regions 6-10 Membership Meetings
- 8:00 AM - Noon**
  - Exhibit Hall
- 8:00 - 9:15 AM**
  - Networking Continental Breakfast, Exhibit Hall *(Ticket Required)*

### THURSDAY, MAY 7 *(continued)*

- 8:30 - 10:45 AM**
  - Ethics Training (AB 1234) - *Limited Seating*
- 9:30 - 11:00 AM**
  - Attorneys Program
  - Exhibitor Demos
  - Finance Program
  - Human Resource Program
  - Region Issue Forum
  - Statewide Issue Forum
  - Water Industry Trends Program
- 11:00 - 11:45 AM**
  - Prize Drawings in the Exhibit Hall
- NOON - 1:45 PM**
  - General Session Luncheon *(Ticket Required)*
- 2:00 - 3:15 PM**
  - Attorneys Program
  - Exhibitor Case Studies
  - Federal Issues Forum
  - Human Resource Program
  - Statewide Issue Forum
  - Water Industry Trends Program
- 3:30 - 5:00 PM**
  - Regions 1-5 Membership Meetings
- 6:00 - 7:00 PM**
  - Gen Jam Reception
- 7:00 - 10:00 PM**
  - Dinner & Entertainment *(Ticket Required)*

### FRIDAY, MAY 8

- 8:00 - 9:30 AM**
  - Registration
- 8:30 - 10:00 AM**
  - ACWA's Hans Doe Past Presidents' Breakfast in Partnership with ACWA JPIA *(Ticket Required)*

### OTHER EVENTS

#### THURSDAY, MAY 7

- 6:45 - 8:30 AM**
  - San Joaquin Valley Agricultural Water Committee

All conference programs are subject to change.





# REGISTRATION TERMS & CONDITIONS

## ACWA 2020 Spring Conference & Exhibition

May 5 - 8, 2020 | Monterey Conference Center & Surrounding Hotels

Register online @ [acwa.com](http://acwa.com)

Regular registration and cancellation deadline is April 17, 2020 • 4:30 p.m. (PST)

### WHO IS ELIGIBLE FOR "ACWA ADVANTAGE" PRICING?

ACWA Advantage pricing is available to the following registrants:

- An officer or director of an ACWA member agency.
- A person directly employed by an ACWA public agency member, affiliate or associate organization. This does not include independent contractors, service providers, or third-party vendors.
- Any ACWA board member whose fee is paid for by member agency.
- Any state or federal administrative or legislative personnel in elected, appointed or staff positions.
- Staff of ACWA/JPIA and Water Education Foundation.
- Any individual or honorary life member of ACWA.

### MEMBERSHIP INFORMATION - *Become a Member & Save on ACWA Events*

If you are interested in learning more about becoming an Associate, contact Stacey Siqueiros at [StaceyS@acwa.com](mailto:StaceyS@acwa.com). For public agency membership, please contact Tiffany Giammona at [TiffanyG@acwa.com](mailto:TiffanyG@acwa.com).

### CANCELLATIONS & CHANGES

All registration changes and cancellations must be made in writing by the event registration deadline. Valid cancellation requests will receive a refund of any registration fees paid minus a \$75 processing charge. For payments originally made by credit card, refunds can be issued back onto the credit card within 60 days. Otherwise, a refund will be issued by check. No refunds or registration changes will be granted after the registration deadline. Submit request in writing to Teresa Taylor at [TeresaT@acwa.com](mailto:TeresaT@acwa.com).

### SUBSTITUTIONS

Event registrations are transferable from one participant to another within the same organization. Please submit your request in writing before the event registration deadline to Teresa Taylor at [TeresaT@acwa.com](mailto:TeresaT@acwa.com). Include the original registrant's name, the new person's name, title and email address with your request. After the registration deadline, substitutions will be handled on-site. Only one substitution is permitted per original registrant. The individual submitting the substitution request is responsible for all financial obligations (including any balance due) associated with the original registration. There is no fee to transfer an eligible registration.

### SPECIAL REQUESTS & ACCOMMODATIONS

Special requests and dietary restrictions must be submitted in writing to Teresa Taylor at [TeresaT@acwa.com](mailto:TeresaT@acwa.com). Participants are encouraged to submit special requests as soon as possible. If you have a disability that requires an accommodation, please contact Teresa Taylor at [TeresaT@acwa.com](mailto:TeresaT@acwa.com) or call toll free at (888) 666-2292 to discuss your needs.

### REFUNDS

Except as otherwise provided in this document, all payments and fees are nonrefundable after the registration deadline.

### MEAL TICKETS

After the registration deadline, meal tickets are not eligible for exchange, refund or credit after the event registration deadline.

### NONATTENDANCE

Registrants who fail to attend the event, in part or in whole, are not eligible for a refund or credit and will be billed for any balance due.

### GUEST REGISTRATION

Guest registration is available to a spouse, companion or guest of an ACWA event registrant. Guest registration is not available to any employees of a public agency, associate or affiliate/mutual water company. Guest registration is also not available to anyone with a professional reason to attend for purposes of learning or business. The guest registration includes admission to the receptions and the ability to purchase meal tickets and attend meal functions.

### CONSENT

Registration and attendance at, or participation in, this event constitutes an agreement by the registrant to ACWA's use and distribution (both now and in the future) of the registrant's name, title, organization and mailing address as well as the registrant's image or voice in photographs, videotapes, electronic reproductions and audiotapes.

Questions? Contact us at 916.441.4545, toll free 888.666.2292.

**AGENDA ITEM 7.H.**

**Attachment 3**

**Resolution**

**RESOLUTION NO. 2020-XX**  
**OF THE BOARD OF DIRECTORS OF THE**  
**GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT**  
**AUTHORIZING REIMBURSEMENT OF CONFERENCE AND TRAVEL-RELATED**  
**EXPENSES RELATED TO PARTICIPATION BY DIRECTORS IN THE 2020 ACWA**  
**SPRING CONFERENCE**

**WHEREAS**, the 2020 Spring conference of the Association of California Water Agencies (ACWA) is scheduled for May 5-8, 2020 in Monterey, California; and

**WHEREAS**, Directors of the Georgetown Divide Public Utility District have participated in conferences offered by ACWA to connect and stay current with the water industry; and

**WHEREAS**, the offerings include Statewide Issue Forums, Town Hall discussions, Region Programs and sessions covering a wide range of topics including groundwater management, water rates issues, crisis communications, affordable drinking water issues, municipal finance; and

**WHEREAS**, in accordance with Board-adopted District policy, expenses for conference attendance and travel by Directors are paid on a reimbursement basis with conference attendees providing a report to the Board of Directors on conference activities; and

**WHEREAS**, the following Directors have indicated a desire to attend the 2020 ACWA Spring Conference;

\_\_\_\_\_ ;and

**WHEREAS**, the expenditure for participation in the ACWA Spring Conference was included in the FY 2019-20 Operating Budget.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT** reimbursement for conference and travel-related expenses for participation by Director

\_\_\_\_\_ In the 2020 ACWA Spring Conference are approved.

**PASSED AND ADOPTED** by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 11<sup>th</sup> day of February 2020, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

---

David Souza, President, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

*Attest:*

---

Steven Palmer, Clerk and Ex officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

### CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2020-XX duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this 11th day of February 2020.

---

Steven Palmer, Clerk and Ex officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT



## NEW BUSINESS

ITEM 7.1.

**REPORT TO THE BOARD OF DIRECTORS  
BOARD MEETING OF FEBRUARY 11, 2020  
AGENDA ITEM NO. 7.I.**



**AGENDA SECTION: NEW BUSINESS**

**SUBJECT: REVIEW DRAFT 2020 BOARD CALENDAR AND FISCAL  
YEAR 2020/2021 OPERATING BUDGET TIMELINE**

**PREPARED BY:** Kelly Molloy, Board Assistant *KM*

**APPROVED BY:** Steven Palmer, PE, General Manager *SP*

---

**BACKGROUND**

The Board has requested the opportunity to review the Board meeting schedule for calendar year 2020. The annual agenda calendar that is included in the New Director Information Packet is included as Attachment 1. Staff has updated the officer election dates on that annual agenda calendar to reflect changes made by Board Resolution 2018-07.

Attachment 2 is a conceptual budget timeline for review by the Board.

**DISCUSSION**

The General Manager is requesting any Board comments on Attachment 1 – Planned Agenda Items for Regular Meetings.

The General Manager is also requesting that the Board review and comment on Attachment 2 – Conceptual Budget Timeline. The Finance Committee reviewed and accepted this Conceptual Budget Timeline at their meeting on December 18, 2019.

The Board should discuss and provide direction on the format of the February Board Goals Workshop.

**FISCAL IMPACT**

There is no fiscal impact.

**CEQA ASSESSMENT**

This is not a CEQA Project.

**RECOMMENDED ACTION**

Discuss and give direction to staff.

**ATTACHMENTS**

1. Planned Agenda Items
2. FY2020/2021 Conceptual Budget Timeline

**AGENDA ITEM 7.I.**

**Attachment 1**

Planned Agenda Items for Regular Meetings for the Board of Directors



## GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

### Planned Agenda Items for Regular Meetings for the Board of Directors

January	<ul style="list-style-type: none"> <li>• Approval of Directors' Attendance at Spring ACWA Conference</li> <li>• Receive Prior Year Fiscal Audit</li> <li>• Board Officer Election (non-election years)</li> </ul>
February	<ul style="list-style-type: none"> <li>• Second Quarter Budget Comparison/Mid-year Budget Update</li> </ul>
March	<ul style="list-style-type: none"> <li>• Prior Year Water Supply and Demand Report</li> <li>• Strategic Planning and Board Goals Workshop</li> </ul>
April	<ul style="list-style-type: none"> <li>• Budget Workshop</li> <li>• Consideration of Irrigation Applications for the Current Year Irrigation Season</li> <li>• Declaration of Projected Water Year</li> <li>• Fishing Derby Resolution</li> </ul>
May	<ul style="list-style-type: none"> <li>• Draft Budget</li> <li>• Third Quarter Budget Comparison</li> <li>• Set Hearing on Proposition 4, Appropriation Limitation</li> <li>• Set Hearing on Adoption of UWMP (every five years-2011...)</li> <li>• Consolidated General Election Resolution (even years)</li> </ul>
June	<ul style="list-style-type: none"> <li>• Adoption of Budget</li> <li>• Quarterly Financial Reports</li> <li>• Select Firm to Conduct Annual Audit</li> <li>• Public Hearing on Proposition 4, Appropriation Limitation</li> <li>• Public Hearing on Adoption of UWMP (every five years-2011...)</li> </ul>
July	<ul style="list-style-type: none"> <li>• Auditor-Controller Requests for Certification of Assessments and Charges</li> <li>• Review of District's Conflict of Interest Code (even years)</li> </ul>
August	<ul style="list-style-type: none"> <li>• Approval of Directors' Attendance at Fall ACWA Conference</li> </ul>
September	<ul style="list-style-type: none"> <li>• Discussion of Irrigation Season Ending Date</li> <li>• Quarterly Financial Reports</li> <li>• Fourth Quarter Budget Comparison</li> </ul>
October	
November	<ul style="list-style-type: none"> <li>• Last Meeting for Outgoing Directors (even years)</li> <li>• First Quarter Budget Comparison</li> <li>• General Manager's Evaluation</li> </ul>
December	<ul style="list-style-type: none"> <li>• Board Officer Election (election years)</li> <li>• Outside Agency Representatives Appointed</li> <li>• Represented Employee Agreements/MOU (Every three years-2018...)</li> </ul>

**AGENDA ITEM 7.I.**

**Attachment 2**

FY 20/21 Conceptual Budget Timeline

# Georgetown Divide PUD FY2020/2021

## Conceptual Budget Timeline

---

### January

---

Tuesday, January 7	Finance Committee Meeting
--------------------	---------------------------

### February

---

Wednesday, February 5	Finance Committee Meeting
TBD	Strategic Planning / Board Goals Workshop

### March

---

Wednesday, March 4 <sup>th</sup>	Finance Committee Meeting - FY 2020-21 Budget progress update
----------------------------------	---

### April

---

Wednesday, April 1st	Finance Committee Meeting – FY 2020-21 Draft Proposed Budget
Tuesday, April 14 <sup>th</sup>	Board Meeting - FY 2020-21 Budget progress update

### May

---

TBD	Board Meeting – FY 2020-21 Final Draft Proposed Budget <i>Possible Joint Meeting with the Finance Committee</i>
-----	--

### June

---

Wednesday, June 3 <sup>rd</sup>	Finance Committee Meeting FY 2020-21 Final Proposed Budget
Tuesday, June 9 <sup>th</sup>	Board Meeting – Adopt FY 2020-21 Budget



## NEW BUSINESS

ITEM 7.J.

**REPORT TO THE BOARD OF DIRECTORS  
BOARD MEETING OF FEBRUARY 11, 2020  
AGENDA ITEM NO. 7.J.**

**GDPUD**

**AGENDA SECTION: NEW BUSINESS**

**SUBJECT: APPROVE ATTENDANCE AT AMERICAN WATERWORKS  
ASSOCIATION CONFERENCE, ORLANDO FL, FOR  
DIRECTOR GARCIA**

**PREPARED BY:** Kelly Molloy, Board Assistant *km*

**APPROVED BY:** Steven Palmer, PE, General Manager *[Signature]*

**BACKGROUND**

At the December Board meeting, Director Garcia requested that the Board approve reimbursement for her attendance at the American Waterworks Association (AWWA) Conference scheduled for June 4-17, in Orlando, Florida. Information from the AWWA website is included as Attachment 1.

**DISCUSSION**

In accordance with Board adopted District policy, conference attendance and travel by Directors is paid on a reimbursement basis. Directors must pay for their own conference registration fees, hotels, travel, and meals, then request reimbursement after attending the conference and reporting back to the full Board. Cash advances or use of District credit cards for these purposes is not permitted.

Directors and Staff have not historically attended this conference.

**FISCAL IMPACT**

The expenditure for participation in the AWWA Conference was not included in the FY 2019-20 budget, and a budget amendment is required. The registration for this conference is \$875 per attendee, and hotel rooms range from \$230 to \$250 per night, plus tax and fees. Some meals are provided, and others are not. Director Garcia has stated that she will already be in Orlando, Florida and will not request reimbursement for travel, lodging, or meals. She is only requesting reimbursement for conference registration fees. The registration information has been attached as Attachment 2.

**CEQA ASSESSMENT**

This is not a CEQA Project.

**RECOMMENDED ACTION**

Consider approving reimbursement of registration fee for Director Garcia to attend the AWWA ACE Conference in Orlando, Florida. If the Board wishes to approve the reimbursement and associated budget increase, then the Board needs to adopt the attached resolution.

**ATTACHMENTS**

1. Annual conference information from website: <https://www.awwa.org/ace/Attend/Overview>
2. Registration Form
3. Resolution

**AGENDA ITEM 7.J.**

**Attachment 1**

**Annual Conference Information from website**



(<https://www.awwa.org/ace>)

JUNE 14-17, 2020 | ORLANDO, FLORIDA | ORANGE COUNTY CONVENTION CENTER

## Professional Program

ACE is where the most current industry topics, issues, and trends will be discussed. The professional program at ACE20 will feature subject matter experts covering a range of key topics to address your challenges as outlined in the various program tracks described below or you can view the full program online.

[View Online Program](#)

**Advances in Water Treatment**

**Asset Management**

**Distribution and Plant Operations**

**Emerging Contaminants—A Focus on PFAS**

**Infrastructure Design and Project Delivery**

**Intelligent Water**

**Potable Reuse**



**Poster Session**

**Small Systems Operation and Management**

**Utility Risk and Resilience**

**Water Policy & Regulatory Actions**

**Water Quality Challenges**

**Water Resources Planning, Protection, and Management**

**Water Use Efficiency Practices**

**Water Utility Management and Leadership**

Hear What People are Saying About ACE

"ACE is the pulse of what's going on in water infrastructure."

— *Utility Manager, ACE19 Attendee*

**Quick Links**

Registration (<https://www.awwa.org/ace/Attend/Registration>)  
Hotel Reservations (<https://www.awwa.org/ace/Attend/Hotel-Travel>)  
Schedule at a Glance (<https://www.awwa.org/ace/General-Information/Schedule>)  
FAQ (<https://www.awwa.org/ace/General-Information/FAQ>)  
About Us (<https://www.awwa.org/About-Us>)  
Back to [awwa.org](https://www.awwa.org) (<https://www.awwa.org>)

## Connect

[awwa.org](https://www.awwa.org) (<https://www.awwa.org>)

## Contact Us

6666 W. Quincy Ave  
Denver, CO 80235 USA  
Phone: 303.794.7711 or 800.926.7337  
Fax: 303.347.0804

AWWA Government Affairs Office  
1300 Eye St. NW Suite 701  
Washington, DC 20005-3314USA  
Phone: 202.628.8303

AWWA India  
404 B Wing, Citi Point, JB Nagar,  
Andheri (East) - 400059  
Phone: +91.22.6127.3639

© Copyright 2019 by American Water Works Association | Privacy Policy  
(<https://www.awwa.org/Home/Privacy-Policy>) | Terms of Use (<https://www.awwa.org/Home/Terms-of-Use>) |  
Cookie Policy (<https://www.awwa.org/Cookie-Policy>)



(<https://www.awwa.org/ace>)



JUNE 14-17, 2020 | ORLANDO, FLORIDA | ORANGE COUNTY CONVENTION CENTER

## Schedule at a Glance

All information is subject to change. All events will be held in the South Building of the Orange County Convention Center unless otherwise noted.

### Saturday, June 13, 2020

7:30 a.m. - 5:00 p.m. Registration Open

### Sunday, June 14, 2020

7:00 a.m. - 2:00 p.m. Golf Tournament to benefit Water Equation (Shingle Creek Golf Club)

7:30 a.m. - 5:00 p.m. Registration Open

9:00 a.m. - 4:00 p.m. Pre-Conference Workshops

1:00 - 5:00 p.m. Public Officials Certificate Program – CRT1 Introduction to Water and Sewer Operating Environments

### Monday, June 15, 2020

7:00 a.m. - 5:00 p.m. Registration Open

7:30 - 8:15 a.m. First-Time Attendee Program

8:30 - 10:00 a.m. Opening General Session (Hilton Orlando)

10:00 a.m. - 5:00 p.m. Exposition Open

10:00 - 11:30 a.m. Student & Young Professionals Scavenger Hunt

10:00 a.m. - 5:00 p.m.	AWWA Pavilion and Publishing & Education
10:00 a.m. - 5:00 p.m.	Innovation Lounge
10:00 a.m. - 5:00 p.m.	International Resource Center
10:30 a.m. - 1:30 p.m.	World Water Cup - Official Contest
11:30 a.m. - 12:15 p.m. (AEESP)	Assoc. of Environmental Engineering & Science Professors Session
11:30 a.m. - 1:00 p.m.	Student & Young Professionals Lunch Meetup
1:00 - 3:00 p.m.	Meter Madness Competition - Official Contest
1:00 - 5:00 p.m.	Public Officials Certificate Program—CRT 2 Water and Sewer Infrastructure, Operations, & Maintenance
2:00 - 5:00 p.m.	Professional and Poster Sessions
2:30 - 5:00 p.m.	Pipe Tapping Competition - Preliminaries
5:30 - 7:00 p.m.	International Reception (Hilton Orlando)

## **Tuesday, June 16, 2020**

7:30 a.m. - 5:00 p.m.	Registration Open
8:00 a.m. - 12:30 p.m.	Facility Tours
8:00 - 11:30 a.m.	Public Officials Breakfast & Caucus
8:30 - 11:30 a.m.	Professional Sessions
9:00 a.m. - 5:00 p.m.	Exposition Open
9:00 a.m. - 5:00 p.m.	AWWA Pavilion and Publishing & Education
9:00 a.m. - 5:00 p.m.	Innovation Lounge
10:00 a.m. - 4:30 p.m.	Poster Sessions
9:15 a.m. - 5:00 p.m.	Hydrant Hysteria Competition - Preliminaries
10:30 a.m. - 12:30 p.m.	People's Choice Water Taste Test
9:15 a.m. - 5:00 p.m.	Pipe Tapping Competition - Preliminaries

11:30 a.m. - 1:15 p.m.	Water Industry Luncheon (Hilton Orlando)
1:00 - 5:00 p.m.	Public Officials Certificate Program—CRT3: Leadership vs. Management: How to Lead and How Other See You
1:00 - 5:00 p.m.	Top Ops Competition-Preliminaries
1:30 - 4:30 p.m.	Professional Sessions
2:00 - 5:00 p.m.	Career Center Job & Education Fair
3:30 - 4:00 p.m.	"Best of the Best" Water Taste Test
3:30 - 5:00 p.m.	Exhibit Hall Networking Happy Hour
5:00 - 6:30 p.m.	Future Leaders Reception (Hilton Orlando)

### Wednesday, June 17, 2020

7:30 a.m. - 4:00 p.m.	Registration Open
7:30 - 9:00 a.m.	Fuller Award Breakfast (Hilton Orlando)
8:00 a.m. - 5:00 p.m.	Facility Tours
8:30 - 11:30 a.m.	Professional Sessions
10:00 a.m. - 1:00 p.m.	Top-Ops Competition- Preliminaries
10:00 a.m. - 2:00 p.m.	Exposition Open
10:00 a.m. - 2:00 p.m.	AWWA Pavilion and Publishing & Education
10:00 a.m. - 2:00 p.m.	Innovation Lounge
10:00 a.m. - 2:00 p.m.	Poster Sessions
10:35 a.m. - 1:30 p.m.	Pipe Tapping Competition- Finals
11:00 a.m. - noon	Hydrant Hysteria- Preliminaries
11:15 a.m. - 12:30 p.m.	H2Open Forum
noon - 2:00 p.m.	Expo Networking Event
12:15 - 1:45 p.m.	Hydrant Hysteria- Semifinal and Final Rounds
12:30 p.m. - 1:30 p.m.	Creating Career Magic

1:00 - 2:00 p.m.	Top Ops Competition- Semifinal and Final Rounds
1:30 - 4:30 p.m.	Professional Sessions
4:45 - 5:15 p.m.	Gavel Passing Celebration (Hilton Orlando)
5:15 - 6:45 p.m.	ACE Wrap Party (Hilton Orlando)

## Hear What People are Saying About ACE

"We're a very collegial, collaborative sector...and we want to share our ideas."

— *Innovation Lounge Presenter, ACE19 Attendee*

### Quick Links


- Registration (<https://www.awwa.org/ace/Attend/Registration>)
- Hotel Reservations (<https://www.awwa.org/ace/Attend/Hotel-Travel>)
- Schedule at a Glance (<https://www.awwa.org/ace/General-Information/Schedule>)
- FAQ (<https://www.awwa.org/ace/General-Information/FAQ>)
- About Us (<https://www.awwa.org/About-Us>)
- Back to [awwa.org](https://www.awwa.org) (<https://www.awwa.org>)

### Connect

 (<https://www.facebook.com/AmericanWaterWorksAssociation/>)

 (<https://www.youtube.com/user/AmericanWaterWorks>)  (<https://twitter.com/AWWA>)

 (<https://www.linkedin.com/company/american-water-works-association/>)

 (<https://www.instagram.com/AmericanWaterWorksAssociation/>) [awwa.org](https://www.awwa.org) (<https://www.awwa.org>)

### Contact Us

6666 W. Quincy Ave  
Denver, CO 80235 USA  
Phone: 303.794.7711 or 800.926.7337  
Fax: 303.347.0804

AWWA Government Affairs Office  
1300 Eye St. NW Suite 701  
Washington, DC 20005-3314USA  
Phone: 202.628.8303

AWWA India  
404 B Wing, Citi Point, JB Nagar,  
Andheri (East) - 400059  
Phone: +91.22.6127.3639

© Copyright 2019 by American Water Works Association | Privacy Policy  
(<https://www.awwa.org/Home/Privacy-Policy>) | Terms of Use (<https://www.awwa.org/Home/Terms-of-Use>) |  
Cookie Policy (<https://www.awwa.org/Cookie-Policy>)

**AGENDA ITEM 7.J.**

**Attachment 2**

**Registration Form**



Individual Membership # \_\_\_\_\_ or Company Membership # \_\_\_\_\_  
 First Name \_\_\_\_\_ MI \_\_\_\_\_ Last Name \_\_\_\_\_  
 Company/Organization \_\_\_\_\_ Title \_\_\_\_\_  
 Mailing Address \_\_\_\_\_ City \_\_\_\_\_  
 State/Province \_\_\_\_\_ Country \_\_\_\_\_ ZIP/Postal Code \_\_\_\_\_  
 Primary Phone \_\_\_\_\_  Home  Work Email (required) \_\_\_\_\_  
 Is this a change of address for your AWWA Membership?  YES  NO

I require special accommodations to fully participate. (Please provide phone # or email address and AWWA will contact you within (5) business days.)  
 As part of your event registration, personal contact data such as name, address, and email will be collected and used by AWWA Show Management and approved third-parties affiliated with ACE20. See AWWA privacy policy for additional information.

Registration Category * Eligibility will be verified		Super-Saver Rate On or before April 22, 2020 After April 22, increased rates will apply	
		Member	Nonmember
<b>Please Circle One</b>			
A	Full-Conference	\$875	\$1,075
I	Field Operator (Full-Conference)* <i>For AWWA's intent, a field operator is anyone who directly performs operations activities and/or maintenance of water treatment and/or distribution systems or collection systems. Support personnel (IT, control systems, management, labs, engineering, etc.) are not considered field operators.</i>	\$510	\$710
U	Small-Utilities Full-Conference (under 3,500 customers)*	\$510	\$710
G	Exhibits-Only (nonexhibitors)*	\$155	\$155
GF	Water/Wastewater Utility Employee Exhibits-Only (after April 22, a registration fee will apply)*	\$0	\$155
H	Student Full-Conference (Full time Student)*	\$35	\$50

**Pre-Conference Workshops** These are optional and an additional cost. You must be registered for the conference in one of the above categories to purchase workshops.

Please Circle One		Member	Nonmember	Student
PCW01	Essentials for Today's Utility Manager (What You Don't Know that You Probably Should) (9:00 am-4:00 pm)	\$165	\$265	\$70
PCW02	Calibrating Water Distribution Systems Models (9:00 am-4:00 pm)	\$165	\$265	\$70
PCW03	The Gamification of Asset Management (9:00 am-4:00 pm)	\$165	\$265	\$70
PCW04	Implementation of AWWA Management Standards to Optimize Utility Operations (9:00 am-4:00 pm)	\$165	\$265	\$70
PCW05	How to Renew Your Aging Water Mains Using Proven Cost Saving Rehabilitation Methods (9:00 am-4:00 pm)	\$165	\$265	\$70
PCW06	Practical Guidance for Undertaking a Successful Water Main Condition Assessment (9:00 am-4:00 pm)	\$165	\$265	\$70
PCW07	Beyond the Spec Book: Learn What, How & When to Use Various Equipment in the Water Treatment Process (1:00 pm-4:00 pm)	\$120	\$220	\$40
PCW08	Trending in an Instant: A Risk Communication Guide for Water Utilities (1:00 pm-4:00 pm)	\$120	\$220	\$40

**Public Officials Courses** These are optional and an additional cost. You must be registered for the conference in one of the above categories to purchase courses.  
**Public Officials Only.**

CRT1	Introduction to Water and Sewer Operating Environments	\$95	\$195	N/A
CRT2	Water and Sewer Infrastructure, Operations, and Maintenance	\$95	\$195	N/A
CRT3	Leadership vs. Management: How to Lead and How Others See You	\$95	\$195	N/A
CRT4	All Three Courses: Attendees earn an AWWA Public Officials Certificate	\$285	\$585	N/A

**Facility Tours** These are optional and an additional cost. Limited capacity. You must be registered for the conference in one of the above categories to purchase tours.

T1 (TUE)	Claude H. Dyal Water Treatment Plant, City of Cocoa (8:00 am-12:00 pm)	\$60
T2 (TUE)	Potable Reuse Pilot & Stormwater Reuse System, Altamonte Springs (8:00 am-12:30 pm)	\$60
T3 (TUE)	Beneficial Water Reuse - Water Conserve II (8:30 am-12:30 pm)	\$60
T4 (WED)	Stanton Energy Plant, Orlando Utilities Commission (8:30 am-12:30 pm)	\$60
T5 (WED)	Orlando Wetlands Park (8:00 am-12:30 pm)	\$60
T6 (WED)	Surface Water Treatment Plant, Tampa Bay Water (12:30 pm-5:00 pm)	\$60

(Please complete both sides) →

Ticketed Events These are optional and an additional cost (if indicated).		Qty	Price	Total
T9 (MON)	First-time Attendee Program (First-Time ACE attendees ONLY please)		NC	
T10 (MON)	Student/Young Professionals Scavenger Hunt		NC	
T11 (TUE)	Public Officials Breakfast and Caucus (Must be a Public Official to attend)		NC	
T12 (TUE)	Water Industry Luncheon		\$60	
T13 (WED)	Fuller Breakfast		\$45	
T15 (SUN)	Golf Tournament – Benefit for Water Equation (Single Player)		\$175	
T16 (SUN)	Golf Tournament – Benefit for Water Equation (Foursome. AWWA will contact you for names)		\$700	
Spouse/Guest Registration		Qty	Price	Total
SA	Spouse/Guest (non-industry - will be verified)		\$25	
Name: _____		Name: _____		

**What one business activity best describes your company? (Please circle only one—Required.)**

- |  |  |  |
|--|--|--|
| A. Public Water Supply Utility—Municipally Owned | F. Private Industrial System or Water Wholesaler | K. Research Lab, Libraries and other related organizations |
| B. Public Water Supply Utility—Investor Owned    | G. Manufacturer of Equipment & Supplies          | L. Public Official   |
| C. Government—Federal, State, Local              | H. Distributor of Equipment & Supplies           | M. Other (please specify) _____                            |
| D. Consulting Firm                               | I. Educational Institutions (Faculty & Students) |  |
| E. Contractor                                    | J. Fully Retired                                 |  |

**What one category best describes your job function? (Please circle only one—Required.)**

- |                     |                            |                                    |
|---------------------|----------------------------|------------------------------------|
| A. Administrative   | I. Information Technology  | Q. Quality Assurance/inspections   |
| B. Communications   | J. Legal                   | R. Retired                         |
| C. Customer Service | K. Legislative/Regulatory  | S. Safety                          |
| D. Education        | L. Management              | T. Sales & Marketing               |
| E. Engineering      | M. Operations- Operator    | U. Scientific/Research             |
| F. Executive        | N. Operations- Other       | V. Security/Emergency Preparedness |
| G. Finance          | O. Public/Elected Official | W. Other (please specify) _____    |
| H. Human Resources  | P. Purchasing              |                                    |

**What category best describes your field served/principal activity? (Select all that apply—Required.)**

- |                              |                    |                                 |
|------------------------------|--------------------|---------------------------------|
| A. Potable Water Supply Only | C. Stormwater Only | E. Other (please specify) _____ |
| B. Wastewater Only           | D. Reuse           |                                 |

**Which of the following best describes your responsibility for purchasing decisions? (Please circle only one—Required.)**

- |                                       |  |                                 |
|---------------------------------------|--|---------------------------------|
| A. I have sole responsibility         | C. I share responsibility                              | E. Other (please specify) _____ |
| B. I provide input to decision makers | D. I do not provide input or make purchasing decisions |                                 |

**What type of products or services are you coming to our Exhibit Hall to see? (Select all that apply—Required.)**

- |   |                                   |   |
|---|-----------------------------------|---|
| A. Aquifer/Watershed                      | N. GIS                            | AA. Parts/Tools                                 |
| B. Aerators/Equipment                     | O. Groundwater                    | BB. Pipe/Equipment                              |
| C. Biosolids Handling                     | P. Hazardous Waste                | CC. Pumps                                       |
| D. Certification                          | Q. Hydrants                       | DD. Safety/Equipment                            |
| E. Chemicals/Equipment                    | R. Instrumentation                | EE. Sewer Inspection/Equipment                  |
| F. Conservation                           | S. Laboratory Services/Equipment  | FF. Software                                    |
| G. Construction/Equipment                 | T. Leak/Backflow Prevention       | GG. Tanks/Equipment                             |
| H. Contractors                            | U. Management/Consultant/Services | HH. Trench Systems/Equipment                    |
| I. Corrosion                              | V. Manhole                        | II. Valves/Gates                                |
| J. Distribution System Analysis/Equipment | W. Membrane Systems/Equipment     | JJ. Water Supply/Wastewater/Treatment/Equipment |
| K. Electrical                             | X. Meters/Flowmeters              | KK. Well Design/Equipment                       |
| L. Filter Equipment/Material              | Y. Modeling                       | LL. All of the Above                            |
| M. Gas Detection/Equipment                | Z. Monitoring/Equipment           | MM. Other (please specify) _____                |

Are you a first-time attendee?  YES  NO

Would you like to be involved with AWWA Committees?  YES  NO  Already Involved

<b>Total/Method of Payment:</b>	<b>AWWA Federal Tax ID# 13-5660277</b>
Total Amount Due: \$ _____	
<input type="checkbox"/> Check <input type="checkbox"/> American Express <input type="checkbox"/> Discover <input type="checkbox"/> MasterCard <input type="checkbox"/> Visa <input type="checkbox"/> Government PO	
Card #: _____	Security Code: _____
Signature: _____	Exp. Date: _____
Please email receipt to: _____	

Fax this form to 303.347.0804

**Cancellation Policy:** Cancellations must be received in writing and faxed, mailed, or emailed to AWWA. Phone cancellations are not accepted. All cancellations postmarked/fax-dated, email-dated by 4/22/20 will receive a refund, minus a 25% administrative fee. Beginning 4/23/20, cancellations will not be refunded; however, substitute registrants are welcome. Email requests for substitutions or cancellations to service@awwa.org or fax requests to 303.347.0804.

*This form is not valid for on-site registration or exhibitor registration.*

**AGENDA ITEM 7.J.**

**Attachment 3**

**Resolution**

**RESOLUTION NO. 2020-XX**  
**OF THE BOARD OF DIRECTORS OF THE**  
**GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT**  
**AUTHORIZING REIMBURSEMENT OF CONFERENCE RELATED EXPENSES**  
**RELATED TO PARTICIPATION BY DIRECTOR GARCIA IN THE 2020 AWWA**  
**ANNUAL CONFERENCE**

**WHEREAS**, the 2020 Annual Conference of the American Water Works Association (AWWA) is scheduled for June 14-17, 2020 in Orlando, Florida; and

**WHEREAS**, Director Garcia has expressed a desire to attend the conference and will already be in Florida at this time; and

**WHEREAS**, the offerings professional programs, tours, and workshops that provide opportunity to connect with water industry colleagues, current water industry information, and a chance to explore new water related products; and

**WHEREAS**, in accordance with Board-adopted District policy, expenses for conference attendance and travel by Directors are paid on a reimbursement basis with conference attendees providing a report to the Board of Directors on conference activities; and

**WHEREAS**, the expenditure for participation in the AWWA Annual Conference was not included in the FY 2019-20 Operating Budget.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT** reimbursement for conference expenses for participation by Director Garcia in the 2020 AWWA Annual Conference is approved, and the General Manager is directed to increase the FY19-20 Operating Budget by \$875.00 for this expenditure.

**PASSED AND ADOPTED** by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 11<sup>th</sup> day of February 2020, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

---

David Souza, President, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

*Attest:*

---

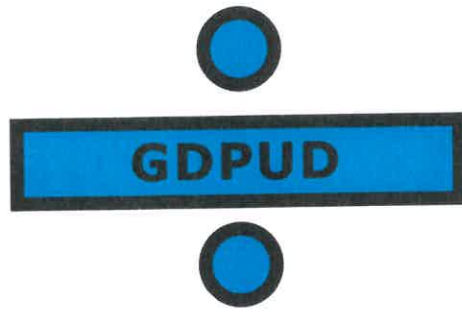
Steven Palmer, Clerk and Ex officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

### **CERTIFICATION**

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2020-XX duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this 11th day of February 2020.

---

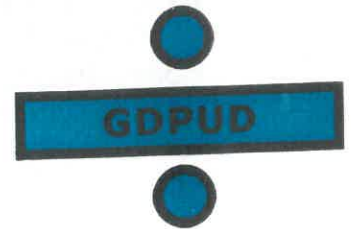
Steven Palmer, Clerk and Ex officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT



## NEW BUSINESS

ITEM 7.K.

**REPORT TO THE BOARD OF DIRECTORS  
BOARD MEETING OF FEBRUARY 11, 2020  
AGENDA ITEM NO. 7.K.**



**AGENDA SECTION: NEW BUSINESS**

**SUBJECT: APPROVE AMENDMENT 5 TO THE PROFESSIONAL SERVICES AGREEMENT WITH GEORGE SANDERS**

**PREPARED BY:** Steven Palmer, PE, General Manager

**APPROVED BY:** Steven Palmer, PE, General Manager 

**BACKGROUND**

At the Board meeting of January 14, 2020, the Board pulled Item 6.C. from the Consent Calendar and requested additional information prior to taking action on Amendment 5 to the Professional Services Agreement with George W. Sanders for Civil Engineering Services extending the contract. (Item 6.C. of the January 14, 2020 Board meeting is included with this report as Attachment 1).

**DISCUSSION**

George Sanders has provided leadership as Project Manager for the ALTWTPP through the design and construction phases. The construction began in March of 2017 and is in the project closeout stage. Mr. Sanders' services to continue to manage this Project through the project closeout is of benefit to the District. In response to the Board's request for additional information, the remaining project closeout tasks are summarized in the table below together with an estimate of the hours to complete.

<b>Task</b>	<b>Estimated Hours</b>	<b>Notes</b>
Check off Punch List	24	Complete review
Change Order #15	8	Collect info from Contractor, finalize and process
Final Pay Contractor Request	8	Pending submittal from Contractor. Requires review and processing
Notice of Completion	10	Prepare for Board approval and filing with County of El Dorado
Release of Retention	12	Review lien releases and process payment
SWPPP Final Report	10	Collect info from Contractor and submit
Final NEXGEN Invoice	6	Complete negotiation and process invoice
Final Budget Analysis	12	Review final costs and compare
Project Completion Report for SWRCB	10	Complete review and submit

**APPROVE AMENDMENT 5 TO THE PROFESSIONAL SERVICES AGREEMENT WITH GEORGE SANDERS**

Board Meeting of February 11, 2020  
Agenda Item No. 7.K.

---

<b>Task</b>	<b>Estimated Hours</b>	<b>Notes</b>
Environmental Compliance Training List & Review	8	Obtain from Contractor
Other SRF Project Close-Out Requirements	12	Review and complete
<b>Estimated Total Hours</b>	<b>120</b>	

The hourly rate for Mr. Sanders is \$90 per hour, resulting in an increase of \$10,800 to his Professional Services Agreement.

A revised Amendment 5 to this Professional Services Agreement is included with this report as Attachment 2. This amendment extends the term of the contract from December 31, 2019 until April 30, 2020 and increases the compensation by \$10,800. This will allow for the required 30-day period after the filing of the Notice of Completion with the El Dorado County Recorder's Office together with other necessary reporting.

**FISCAL IMPACT**

With the approval of Item 7B of today's Board packet, this action does not require an increase to the Project Budget. Projected expenditures and amended project budget are listed below.

<b>Project Expenditures and Budget</b>		
<b>Phase</b>	<b>Expenditures</b>	<b>Budget</b>
Construction	\$ 10,927,916	\$ 11,369,000
Construction Engineering, Construction Management, and Environmental	\$ 1,425,921	\$ 1,076,226
Misc. Vendors, Outside Support and District Staff Costs	\$ 46,060	
<b>TOTALS</b>	<b>\$12,399,897</b>	<b>\$ 12,445,226</b>

**CEQA ASSESSMENT**

This is not a CEQA Project

**RECOMMENDED ACTION**

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District adopt the resolution approving Amendment 5 to the Professional Services Agreement with George Sanders for Civil Engineering Services, increasing the contract amount by \$10,800 and extending the term to April 30, 2020.



**APPROVE AMENDMENT 5 TO THE PROFESSIONAL  
SERVICES AGREEMENT WITH GEORGE SANDERS**

Board Meeting of February 11, 2020

Agenda Item No. 7.K.

---

**ALTERNATIVES**

Successful management and completion of the ALTWTP Project is critical to the sustainability and success of the District. A dedicated Project Manager is necessary for successful completion of the ALTWTP Project. If the Board elects not to authorize Amendment 5 with George Sanders, then the District will need to either hire a new employee to serve as Project Manager or enter into an agreement with another consultant for project management services.

**ATTACHMENTS**

1. Agenda Item 6.C. of January 14, 2020
2. Amendment 5
3. Resolution

**AGENDA ITEM 7.K.**

**Attachment 1**

Agenda Item 6.C. of January 14, 2020

**REPORT TO THE BOARD OF DIRECTORS  
BOARD MEETING OF JANUARY 14, 2020  
AGENDA ITEM NO. 6.C.**



**AGENDA SECTION: CONSENT CALENDAR**

**SUBJECT: CONSIDERATION AND PROPOSED APPROVAL OF  
AMENDMENT 5 TO THE PROFESSIONAL SERVICES  
AGREEMENT WITH GEORGE SANDERS, EXTENDING THE  
TERM ONLY.**

**PREPARED BY:** Steven Palmer, PE, General Manager

**APPROVED BY:** Steven Palmer, PE, General Manager

A handwritten signature in blue ink, appearing to be "S. Palmer", is written over the "APPROVED BY" line.

---

**BACKGROUND**

The District executed a Professional Services Agreement with George W. Sanders for Civil Engineering Services commencing on September 8, 2015 and ending June 30, 2016. The original contract is included as Attachment 1. On June 14, 2016, the Board of Directors approved Amendment 1 (Attachment 2) extending the Agreement through June 30, 2017. On June 13, 2017, the Board of Directors approved Amendment 2 (Attachment 3) extending the Agreement through June 30, 2018. On June 12, 2018 the Board of Directors approved Amendment 3 (Attachment 4) extending the agreement through June 30, 2019. Amendment 4 extended the term of the Professional Services Agreement through December 31, 2019 and increased the maximum not to exceed amount by \$24,750 (Attachment 5).

The Consultant's work activities under this Agreement focus on, but are not limited to, project-related activities associated with the Auburn Lake Trails Water Treatment Plant Project (ALTWTPP).

The Consultant receives compensation under a CalPERS retirement. A condition of that retirement is that the retiree not work more than 960 hours (1/2 time) during a Fiscal Year (July 1 through June 30).

**DISCUSSION**

George Sanders has provided leadership as Project Manager for the ALTWTPP. The construction began in March of 2017 and is nearly complete. Mr. Sanders' services are important to the successful completion of the Project and having him continue to manage this Project through construction and closeout is important. Amendment 5 to this Professional Services Agreement is included with this report as Attachment 6. This amendment extends the term of the contract from December 31, 2019 until the filing of the Notice of Completion.

---

**FISCAL IMPACT**

This action results in an extension of the term only. There are no fiscal impacts associated with an action on this item.

**CEQA ASSESSMENT**

This action is not a CEQA Project.

**RECOMMENDED ACTION**

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District approve Amendment 5 to the Professional Services Agreement with George Sanders for Civil Engineering Services, extending the term to the date of the filing of the Notice of Completion and adopting the resolution included as Attachment 7 to this report.

**ALTERNATIVES**

Successful management and completion of the ALTWTP Project is critical to the sustainability and success of the District. A dedicated Project Manager is necessary for successful completion of the ALTWTP Project. If the Board elects not to authorize Amendment 5 with George Sanders, then the District will need to either hire a new employee to serve as Project Manager or enter into an agreement with another consultant for project management services.

**ATTACHMENTS**

1. Original Professional Services Agreement – George Sanders
2. Amendment 1
3. Amendment 2
4. Amendment 3
5. Amendment 4
6. Amendment 5
7. Resolution

**AGENDA ITEM 6.C**

**Attachment 1**

**Original Professional Services Agreement**

**GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT**

**PROFESSIONAL SERVICES AGREEMENT**

With

**George W. Sanders, Civil Engineer**

For

**PROFESSIONAL ENGINEERING SERVICES**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement"), made and entered into this 8<sup>th</sup> day of September, 2015 ("Effective Date") by and between GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT ("District") and George W. Sanders, Civil Engineer, ("Consultant"). District and Consultant may each be referred to individually as "Party" or collectively as "Parties" in this Agreement. There are no other parties to this Agreement.

**RECITALS**

A. District seeks to hire an independent contractor to assist the District in a variety of civil engineering design and construction needs. Consultant's work activities, under this Agreement, will focus on, but not be limited to, project related activities associated with the Auburn Lake Trails Water Treatment Plant Project ("ALT Treatment Plant") and the Cosumnes American Bear Yuba Integrated Regional Water Management Plan grant ("CABY Grant") (collectively, "Services"); and

B. Consultant represents that he is duly licensed as a Civil Engineer, in the State of California, with experience in the design and construction fields; and

C. Consultant previously worked for District in a number of positions including Interim General Manager, and that previous work in addition to Consultants other work experience provides Consultant with the skills and knowledge necessary to do the required work; and

D. District shall retain Consultant's Services subject to the restrictions set forth in this Agreement and those established under Government Code section 7522.56, providing guidelines for retired annuitants to continue working for a California Public Employees' Retirement System ("CalPERS") contracting agency such as the District.

NOW THEREFORE, District and Consultant, for the consideration hereinafter set forth, agree as follows:

#### SECTION 1- RECITALS

The recitals set forth above ("Recitals") are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Sections 1 through 18 of this Agreement, Sections 1 through 18 shall prevail.

#### SECTION 2 - SCOPE OF WORK

Consultant agrees to provide the Services, as directed by the General Manager, relating to as needed engineering design and construction activities.

#### SECTION 3 - TERM

District and Consultant agree that this contract shall be in effect for a one-year period beginning September 8, 2015 and ending June 30, 2016 ("Term"). Consultant shall not exceed Nine Hundred Sixty (960) working hours for the District during the CalPERS fiscal year of July 1, 2015 through June 30, 2016.

#### SECTION 4 - COMPENSATION

A. District agrees to pay and Consultant agrees to accept on a time and materials basis an amount not to exceed \$75,000, for completion of the Services identified in the Scope of Work (Section 2). The Services shall be compensated at a rate of \$80.00 per hour plus mileage at \$0.56/mile or the Federal rate. The total amount is not to exceed \$75,000 unless amended by both parties in writing.

B. The Consultant shall submit billing invoices to the District identifying number of hours and the specific services provided.

C. The granting of any payment by District, or the receipt thereof by Consultant, or any inspection, review, approval or oral statement by any representative of District, or State certification, shall not, in any way, waive, limit, or replace any certification or approval procedures normally required or lessen the liability of Consultant to re-perform or replace unsatisfactory Service, including but not limited to cases where the unsatisfactory character of such Service may not have been apparent or detected at the time of such payment, inspection, review or approval.

D. Nothing in this Agreement shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which District may have pursuant to this

Agreement or any applicable law. All rights and remedies of District, whether under this Agreement or applicable law, shall be cumulative.

#### SECTION 5 - TERMINATION OF CONTRACT

Either Party may terminate this Agreement or any part thereof at any time upon ten (10) days written notice to the Consultant. In the event of any such termination, the Consultant is to be fairly compensated for all work performed to the date of termination, and the District shall be entitled to all work performed.

If the District fails to pay the Consultant within sixty (60) days of the date provided for any payments hereunder, the District agrees that the Consultant shall have the right to consider such default a breach of this Agreement, and Consultant may terminate its duties under this Agreement upon ten (10) days written notice.

#### SECTION 6 - NOTICE OF DETRIMENTAL INFORMATION

The Consultant shall promptly notify the District of the discovery of any information that could be detrimental to the successful completion of the Services. The Consultant shall provide in writing to the District said detrimental information within 24 hours of the time of discovery. The District shall then promptly review such detrimental information and notify the Consultant to proceed with or terminate the remainder of the Services to be performed.

#### SECTION 7 - MISCELLANEOUS PROVISIONS

A. Consulting Standard: The Consultant represents and warrants to the District that it is fully experienced and properly qualified to perform Services called for herein. Consultant further agrees that he/she will follow the current, prevailing, generally accepted practice of the consulting profession to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the Services rendered under this Agreement.

B. Consultant is Independent Contractor: The Consultant shall finance its own operations hereunder, with the exception of District provided office space, shall operate as an independent contractor and not as an agent or employee of the District, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. The District shall provide the Consultant with office space, located within the District office, located at 6425 Wentworth Springs Road, Georgetown, CA 95634, dedicated for the sole purpose of conducting District business.

C. Consultant's Records: The Consultant shall maintain and make available for inspection by the District and its auditors accurate records of its costs,



disbursements, and receipts with respect to any Services under this Agreement that is to be compensated for on the basis of the Consultant's costs. Such inspections may be made during regular office hours at any time until six (6) months after the final payment under this Agreement is made to the Consultant.

D. Ownership of Data and Reports: All reports and all data compiled and used in the performance of this Agreement shall be the property of the District.

E. Responsibility for Changes in Work: If the District makes any changes in the work performed by the Consultant hereunder which affect the Consultant's Services, District shall waive any and all liability arising out of such changes as against the Consultant, and the District shall assume full responsibility for such changes, unless the District has given the Consultant prior notice and has received from the Consultant written consent for such changes.

F. Arbitration: All questions between the Parties as to their rights and obligations under this Agreement are subject to arbitration if agreed to by both Parties. In case of any dispute, either Party may request arbitration by submitting a written request for arbitration to the other Party. If the other Party agrees to arbitration, the disputed matter shall be referred to and decided by two competent persons who are experts in the subject matter of the dispute, one to be selected by the District and the other by the Consultant. In case these two experts cannot agree, they shall select a third arbitrator and the decision of any two of them shall be binding on both Parties.

G. Assignment: This contract shall be binding upon the heirs, successors, executors, administrators and assigns of the Parties; however, no assignment or subcontract by one Party shall be valid without the prior written consent of the other Party.

H. Invalidity of Contract Provisions: Should any provision of this contract be found or deemed to be invalid, this Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end, the provisions of this contract are declared to be severable.

I. Place of Making and Performance of Contract: This contract shall be deemed to have been made in El Dorado County, California and the Services required to be performed in El Dorado County, California.

J. Financial Disclosure: The Consultant shall make all disclosures required by the District's conflict of interest code in accordance with the Consultant category designated by the District, unless the District's General Manager determines in writing that the Consultant's duties are more limited in scope than is warranted by the

Consultant category and that a narrower disclosure category should apply. The Consultant also agrees to make disclosure in compliance with the District's conflict of interest code if, at any time after the execution of this Agreement, Consultant's duties under this Agreement warrant greater disclosure by the Consultant than was originally contemplated. The Consultant shall make disclosures in the time, place and manner set forth in the District's conflict of interest code and as directed by the District.

K. Retired Annuitant Requirements: By signing this Agreement, Consultant certifies that there has been a One Hundred Eighty (180) gap day between the date of retirement and the Effective Date. Consultant also certifies that he/she has not received any unemployment insurance payment from any public employer within the twelve (12) months prior to the Effective Date of this Agreement.

#### SECTION 8 - CONFORMITY WITH LAW AND SAFETY

Consultant shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the scope of Services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, the California Building Code, the American with Disabilities Act, any copyright, patent or trademark law and all other applicable federal, state, municipal and local safety regulations, appropriate trade association safety standards, and appropriate equipment manufacturer instructions. All Services performed by Consultant must be in accordance with these laws, ordinances, codes and regulations. Consultant's failure to comply with any laws, ordinances, codes or regulations applicable to the performance of the Services hereunder may constitute a breach of contract. Should the District discover a violation of any of the applicable laws, ordinances, codes or regulations referred to herein, the District shall give written notice of such violation to Consultant, and Consultant shall have a reasonable time to cure such violation. In cases where standards conflict, the standard providing the highest degree of protection shall prevail.

If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Consultant shall immediately notify the District's General Manager by telephone. If any accident occurs in connection with this Agreement, Consultant shall promptly submit a written report to District, in such form as the District may require. This report shall include the following information: (a) name and address of the injured or deceased person(s); (b) name and address of Consultant's subcontractor, if any; (c) name and address of Consultant's liability insurance carrier; and (d) a detailed description of the accident, including whether any of District's equipment, tools or materials were involved.

## SECTION 9 - INDEMNIFICATION BY CONSULTANT

Consultant agrees to indemnify the District and its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives from any and all claims, costs, and liability for claims of damage, for any property damage or personal injury, including death, which may arise as a result of any negligent or grossly negligent acts or omissions by Consultant or Consultant's contractors, subcontractors, agents, or employees in connection with the Agreement.

## SECTION 10 - NOTICES

Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service, addressed to the parties as follows:

To District: Wendell B. Wall M.P.A.  
General Manager  
GDPUD  
P.O. Box 4240  
6425 Main Street  
Georgetown, CA 95634

With a courtesy copy to: Barbara A. Brenner, Esq.  
Churchwell White LLP  
1414 K Street, 3rd Floor  
Sacramento, CA 95814

To Consultant: George W. Sanders  
Civil Engineer  
P.O. Box 1937  
Placerville, CA 95667

Nothing hereinabove shall prevent either District or Consultant from personally delivering any such notices to the other.

## SECTION 11 - JURISDICTION

Except as otherwise specifically provided, this Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in California. In the event of a dispute, venue in any court action shall be the County of El Dorado.

## SECTION 12 - INTEGRATION

This agreement, together with its specific references, attachments and exhibits constitutes the entire Agreement of District and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both Parties.

## SECTION 13 - NON-DISCRIMINATION

In connection with the performance of Consultant pursuant to this Agreement, Consultant will not willfully discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, sex, age, disability, genetic information, marital status, amnesty, ancestry, national origin, or status as a covered veteran in accordance with applicable federal or state statutes. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, gender, sexual orientation, sex, age, disability, genetic information, marital status, amnesty, ancestry, national origin, or status as a covered veteran. Such action shall include, but not be limited to, the following: employment, upgrading or promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

## SECTION 14 - WAIVER

No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

## SECTION 15 - AUTHORITY

All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into the Agreement have been fully complied with. Further, by entering into this Agreement, either Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

SECTION 16 - DRAFTING AND AMBIGUITIES

Each Party acknowledges that it has reviewed this Agreement with its own legal counsel, and based upon the advice of that counsel, freely entered into this Agreement. Each Party has participated fully in the review and revision of this Agreement. Any rule of construction that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

SECTION 17 - COUNTERPARTS

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

SECTION 18 - ATTORNEY'S FEES AND COSTS

If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

IN WITNESS WHEREOF, the Parties hereto have executed and entered into this Agreement the day and year first above written.

District:

By: Wendell B. Wall  
Wendell B. Wall M.P.A  
General Manager

Date: 9-10-2015

By: Norm Krizl  
Norm Krizl  
President

Date: 9-14-2015

Consultant:

By: George W. Sanders  
George W. Sanders  
Civil Engineer

Date: 9/9/2015

**AGENDA ITEM 6.C**

**Attachment 2**

**Amendment No. 1**

**AMENDMENT NUMBER 1**  
**GEORGETOWN DIVIDE PUBLIC UTILITIES DISTRICT**  
**PROFESSIONAL SERVICES AGREEMENT**  
(Effective Date of July 1, 2016)  
With  
**George W. Sanders, Civil Engineer**  
For  
**PROFESSIONAL ENGINEERING SERVICES**

This **AMENDMENT NUMBER 1** is limited to two sections of the Agreement. Those effected sections are **SECTION 3 – TERM** and **SECTION 4 – COMPENSATION**.

Under this action, **SECTION 3 – TERM** is hereby amended to read as follows:

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT (“District”) and GEORGE W. SANDERS, CIVIL ENGINEER (“Consultant”) agree that the term of this Professional Services Agreement (“Contract”) shall be extended for one additional year. Under the current Contract the (“Term”) begins on September 8, 2015 and ends on June 30, 2016. Under this amendment the “Term” will be extended from July 1, 2016 through June 30, 2017. Consultant shall not exceed Nine Hundred Sixty (960) working hours for the District during the CalPERS fiscal year from July 1, 2016 through June 30, 2017.

Under this action, **SECTION 4 – COMPENSATION** is hereby amended to read as follows:

District and Consultant agree that the total compensation shall be increased to match the extended “Term”. District agrees to pay and Consultant agrees to accept on a time and materials basis an additional amount not to exceed \$76,800, for completion of the Services identified in the Scope of Work (Section 2). The Services shall be compensated at the same rate as prior to this amendment at \$80.00 per hour plus mileage at \$0.56/mile or the Federal rate.

This concludes the changes under this AMENDMENT.

IN WITNESS WHEREOF, the Parties hereto have executed and entered into this AMENDMENT 1 the day and year identified below.

District:

By: Wendell B. Wall  
Wendell B. Wall M.P.A., General Manager

Date: 6-15-2016

By: Norman A. Krizl  
Norman A. Krizl, President

Date: 6-15-16

Consultant:

By: George W. Sanders  
George W. Sanders, Civil Engineer

Date: 6/16/16

**AGENDA ITEM 6.C**

**Attachment 3**

**Amendment No. 2**



**AMENDMENT NUMBER 2**  
**GEORGETOWN DIVIDE PUBLIC UTILITIES DISTRICT**  
**PROFESSIONAL SERVICES AGREEMENT**  
(Effective Date of July 1, 2017)  
with  
**George W. Sanders, Civil Engineer**  
for  
**PROFESSIONAL ENGINEERING SERVICES**

This **AMENDMENT NUMBER 2** is limited to two sections of the Agreement. Those effected sections are **SECTION 3 – TERM** and **SECTION 4 – COMPENSATION**.

Under this action, **SECTION 3 – TERM** is hereby amended to read as follows:

GEORGETOWN DIVIDE PUBIC UTILITY DISTRICT ("District") and GEORGE W. SANDERS, CIVIL ENGINEER ("Consultant") agree that the term of this Professional Services Agreement ("Contract") shall be extended for one additional year. Under the current Contract the term ("Term") begins on September 8, 2015 and ends on June 30, 2016. Under this amendment the Term will be extended from July 1, 2017 through June 30, 2018. Consultant shall not exceed Nine Hundred Sixty (960) working hours for the District during the CalPERS fiscal year from July 1, 2017 through June 30, 2018.

Under this action, **SECTION 4 – COMPENSATION** is hereby amended to read as follows:

District and Consultant agree that the total compensation shall be increased to match the extended Term. District agrees to pay and Consultant agrees to accept on a time and materials basis an additional amount not to exceed \$76,800, for completion of the Services identified in the Section 2 – Scope of Work of the Contract. The Services shall be compensated at the same rate as prior to this amendment at \$80.00 per hour plus mileage at \$0.56/mile or the Federal rate.

This concludes the changes under this AMENDMENT.

IN WITNESS WHEREOF, the Parties hereto have executed and entered into this AMENDMENT 2 the day and year identified below.

District:

By: 

Steven Palmer, PE, General Manager

Date: June 14, 2017

By: 

Londres Uso, President

Date: June 13, 2017

Consultant:

By: 

George W. Sanders, Civil Engineer

Date: June 14, 2017

**AGENDA ITEM 6.C**

**Attachment 4**

**Amendment No. 3**

**AMENDMENT NUMBER 3**  
**GEORGETOWN DIVIDE PUBLIC UTILITIES DISTRICT**  
**PROFESSIONAL SERVICES AGREEMENT**  
(Effective Date of July 1, 2018)  
with  
**George W. Sanders, Civil Engineer**  
for  
**PROFESSIONAL ENGINEERING SERVICES**

This **AMENDMENT NUMBER 3** is limited to two sections of the Agreement. Those effected sections are **SECTION 3 – TERM** and **SECTION 4 – COMPENSATION**.

Under this action, **SECTION 3 – TERM** is hereby amended to read as follows:

GEORGETOWN DIVIDE PUBIC UTILITY DISTRICT ("District") and GEORGE W. SANDERS, CIVIL ENGINEER ("Consultant") agree that the term of this Professional Services Agreement ("Contract") shall be extended for one additional year. Under the current Contract the ("Term") begins on September 8, 2015 and ends on June 30, 2018. Under this amendment the "Term" will be extended from July 1, 2018 through June 30, 2019. Consultant shall not exceed Nine Hundred Sixty (960) working hours for the District during the CalPERS fiscal year from July 1, 2018 through June 30, 2019.

Under this action, **SECTION 4 – COMPENSATION** is hereby amended to read as follows:

District and Consultant agree that the total compensation shall be increased to match the extended "Term". District agrees to pay and Consultant agrees to accept on a time and materials basis an additional amount not to exceed \$86,400, for completion of the Services identified in the Scope of Work (Section 2). The compensation shall be \$90.00 per hour, plus mileage at \$0.56/mile or the Federal rate, whichever is higher.

This concludes the changes under this AMENDMENT.

IN WITNESS, WHEREOF, the Parties hereto have executed and entered into this AMENDMENT 3 the day and year identified below.

District:

By: \_\_\_\_\_

Steven Palmer, PE, General Manager

Date: \_\_\_\_\_

6/12/18

By: \_\_\_\_\_

Londres Uso, President  
Board of Directors,  
Georgetown Divide Public Utility District

Date: \_\_\_\_\_

6/12/2018

Consultant:

By: \_\_\_\_\_

George W. Sanders, Civil Engineer

Date: \_\_\_\_\_

6/12/18

**AGENDA ITEM 6.C**

**Attachment 5**

**Amendment No. 4**

**AMENDMENT NUMBER 4**  
**GEORGETOWN DIVIDE PUBLIC UTILITIES DISTRICT**  
**PROFESSIONAL SERVICES AGREEMENT**  
(Effective Date of July 1, 2019)  
with  
**George W. Sanders, Civil Engineer**  
for  
**PROFESSIONAL ENGINEERING SERVICES**

This **AMENDMENT NUMBER 4** is limited to two sections of the Agreement. Those effected sections are **SECTION 3 – TERM** and **SECTION 4 – COMPENSATION**.

Under this action, **SECTION 3 – TERM** is hereby amended to read as follows:

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT ("District") and GEORGE W. SANDERS, CIVIL ENGINEER ("Consultant") agree that the term of this Professional Services Agreement ("Contract") shall be extended for an additional six months. Under the current Contract the ("Term") begins on September 8, 2015 and ends on June 30, 2019. Under this amendment the "Term" will be extended from July 1, 2019 through December 31, 2019. Consultant shall not exceed Nine Hundred Sixty (960) working hours for the District during the CalPERS fiscal year from July 1, 2018 through June 30, 2019.

Under this action, **SECTION 4 – COMPENSATION** is hereby amended to read as follows:

District and Consultant agree that the total compensation shall be increased to match the extended "Term". District agrees to pay and Consultant agrees to accept on a time and materials basis an additional amount not to exceed \$24,750, for completion of the Services identified in the Scope of Work (Section 2). The compensation shall be \$90.00 per hour, plus mileage at \$0.56/mile or the Federal rate, whichever is higher.

This concludes the changes under this AMENDMENT.

IN WITNESS, WHEREOF, the Parties hereto have executed and entered into this AMENDMENT 4 the day and year identified below.

District:

By:

  
Steven Palmer, PE, General Manager

Date:

6/4/19

Consultant:


By:

  
George W. Sanders, Civil Engineer

Date:

5/30/19

By:

  
Dane Wadle, President  
Board of Directors,  
Georgetown Divide Public Utility District

Date:

6/4/19

**AGENDA ITEM 6.C**

**Attachment 6**

**Amendment No. 5**

**AMENDMENT NUMBER 5**  
**GEORGETOWN DIVIDE PUBLIC UTILITIES DISTRICT**  
**PROFESSIONAL SERVICES AGREEMENT**  
(Effective Date of January 1, 2020)  
with  
**George W. Sanders, Civil Engineer**  
for  
**PROFESSIONAL ENGINEERING SERVICES**

---

This **AMENDMENT NUMBER 5** is limited to **SECTION 3 – TERM** only.

Under this action, **SECTION 3 – TERM** is hereby amended to read as follows:

GEORGETOWN DIVIDE PUBIC UTILITY DISTRICT (“District”) and GEORGE W. SANDERS, CIVIL ENGINEER (“Consultant”) agree that the term of this Professional Services Agreement (“Contract”) shall be extended for an additional six months. Under the current Contract the (“Term”) on January 1, 2020 and ends on the filing of the Notice of Completion. Consultant shall not exceed Nine Hundred Sixty (960) working hours for the District during the CalPERS fiscal year from July 1, 2019 through June 30, 2020.

This concludes the changes under this AMENDMENT.

---

IN WITNESS, WHEREOF, the Parties hereto have executed and entered into this AMENDMENT 4 the day and year identified below.

**District:**

**Consultant:**

By: \_\_\_\_\_  
Steven Palmer, PE, General Manager

By: \_\_\_\_\_  
George W. Sanders, Civil Engineer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Dane Wadle, President  
Board of Directors,  
Georgetown Divide Public Utility District

Date: \_\_\_\_\_

**AGENDA ITEM 6.C**

**Attachment 7**

**Resolution**



**RESOLUTION NO. 2020-XX**  
**OF THE BOARD OF DIRECTORS OF THE**  
**GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT**  
**APPROVING AMENDMENT 5 TO THE PROFESSIONAL SERVICES AGREEMENT**  
**WITH GEORGE SANDERS EXTENDING THE TERM ONLY**

**WHEREAS**, George Sanders has provided leadership as Project Manager for the Auburn Lake Trails Water Treatment Plant (ALTWTP) Project; and

**WHEREAS**, the construction began in March 2017 and is nearly complete; and

**WHEREAS**, Mr. Sanders' services are important to the successful completion of the ALTWTP Project; and

**WHEREAS**, Amendment 5 to the Professional Services Agreement with George Sanders extends the term only to the date of the filing of the Notice of Completion is approved,

**WHEREAS**, this extension of the term does not affect the ALTWTP Project budget.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT** Amendment 5 to the Professional Services Agreement with George Sanders for Civil Engineering Services, extending the term only to the date the filing of the Notice of Completion is approved.

**PASSED AND ADOPTED** by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the fourteenth day of January 2020, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

\_\_\_\_\_  
Dane Wadle, President, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

*Attest:*

---

Steven Palmer, Clerk and Ex officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

### **CERTIFICATION**

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2020-XX duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this fourth day of June 2019.

---

Steven Palmer, Clerk and Ex officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

**AGENDA ITEM 7.K.**

**Attachment 2**

Amendment 5

**AMENDMENT NUMBER 5**  
**GEORGETOWN DIVIDE PUBLIC UTILITIES DISTRICT**  
**PROFESSIONAL SERVICES AGREEMENT**  
(Effective Date of January 1, 2020)  
with  
**George W. Sanders, Civil Engineer**  
for  
**PROFESSIONAL ENGINEERING SERVICES**

---

This **AMENDMENT NUMBER 5** is limited to two sections of the Agreement. Those effected sections are **SECTION 3 – TERM** and **SECTION 4 – COMPENSATION**.

Under this action, **SECTION 3 – TERM** is hereby amended to read as follows:

GEORGETOWN DIVIDE PUBIC UTILITY DISTRICT (“District”) and GEORGE W. SANDERS, CIVIL ENGINEER (“Consultant”) agree that the term of this Professional Services Agreement (“Contract”) shall be extended for an additional six months. Under the current Contract the (“Term”) begins on September 8, 2015 and ends on June 30, 2019. Under this amendment the “Term” will be extended from July 1, 2019 through March 31, 2020. Consultant shall not exceed Eighty (80) working hours for the District during this extended period.

Under this action, **SECTION 4 – COMPENSATION** is hereby amended to read as follows:

District and Consultant agree that the total compensation shall be increased to match the extended “Term”. District agrees to pay and Consultant agrees to accept on a time and materials basis an additional amount not to exceed \$7,200, for completion of the Services identified in the Scope of Work (Section 2). The compensation shall be \$90.00 per hour, plus mileage at \$0.56/mile or the Federal rate, whichever is higher.

This concludes the changes under this AMENDMENT.

---

IN WITNESS, WHEREOF, the Parties hereto have executed and entered into this AMENDMENT 4 the day and year identified below.

**District:**

**Consultant:**

By: \_\_\_\_\_  
Steven Palmer, PE, General Manager

By: \_\_\_\_\_  
George W. Sanders, Civil Engineer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
David Souza, President  
Board of Directors,  
Georgetown Divide Public Utility District

Date: \_\_\_\_\_

**AGENDA ITEM 7.K.**

**Attachment 3**

Resolution

**RESOLUTION NO. 2020-XX**  
**OF THE BOARD OF DIRECTORS OF THE**  
**GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT**  
**APPROVING AMENDMENT 5 TO THE PROFESSIONAL SERVICES**  
**AGREEMENT WITH GEORGE SANDERS EXTENDING THE TERM**  
**AND INCREASING THE CONTRACT AMOUNT**

**WHEREAS**, George Sanders has provided leadership as Project Manager for the Auburn Lake Trails Water Treatment Plant (ALTWTP) Project; and

**WHEREAS**, the construction began in March 2017 and is in the project closeout phase; and

**WHEREAS**, Mr. Sanders' services are important to the successful completion of the ALTWTP Project; and

**WHEREAS**, Amendment 5 to the Professional Services Agreement with George Sanders extends the term through March 31, 2019 and increases the maximum not to exceed amount by \$6,390 to provide for up to 71 hours at a rate of \$90 per hour to manage the closeout of the ALTWTP Project; and

**WHEREAS**, this expenditure is included in the ALTWTP Project budget.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT** Amendment 4 to the Professional Services Agreement with George Sanders for Civil Engineering Services, extending the term to March 31, 2020, and increasing the total contract amount by \$6,390 to a total contract amount of \$346,140 is approved.

**PASSED AND ADOPTED** by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the eleventh of February 2020, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

---

David Souza, President, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

*Attest:*

---

Steven Palmer, Clerk and Ex officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

### **CERTIFICATION**

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2019-39 duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this fourth day of June 2019.

---

Steven Palmer, Clerk and Ex officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

**AGENDA ITEM 7.K.**

**Attachment 2**

Amendment 5



**AMENDMENT NUMBER 5**  
**GEORGETOWN DIVIDE PUBLIC UTILITIES DISTRICT**  
**PROFESSIONAL SERVICES AGREEMENT**  
(Effective Date of January 1, 2020)  
with  
**George W. Sanders, Civil Engineer**  
for  
**PROFESSIONAL ENGINEERING SERVICES**

---

This **AMENDMENT NUMBER 5** is limited to two sections of the Agreement. Those effected sections are **SECTION 3 – TERM** and **SECTION 4 – COMPENSATION**.

Under this action, **SECTION 3 – TERM** is hereby amended to read as follows:

GEORGETOWN DIVIDE PUBIC UTILITY DISTRICT (“District”) and GEORGE W. SANDERS, CIVIL ENGINEER (“Consultant”) agree that the term of this Professional Services Agreement (“Contract”) shall be extended for an additional four months. Under the current Contract the (“Term”) begins on September 8, 2015 and ends on June 30, 2019. Under this amendment the “Term” will be extended from January 1, 2020 through April 30, 2020. Consultant shall not exceed One Hundred Twenty (120) working hours for the District during this extended period.

Under this action, **SECTION 4 – COMPENSATION** is hereby amended to read as follows:

District and Consultant agree that the total compensation shall be increased to match the extended “Term”. District agrees to pay and Consultant agrees to accept on a time and materials basis an additional amount not to exceed \$10,800, for completion of the Services identified in the Scope of Work (Section 2). The compensation shall be \$90.00 per hour, plus mileage at \$0.56/mile or the Federal rate, whichever is higher.

This concludes the changes under this AMENDMENT.

---

IN WITNESS, WHEREOF, the Parties hereto have executed and entered into this AMENDMENT 4 the day and year identified below.

**District:**

**Consultant:**

By: \_\_\_\_\_  
Steven Palmer, PE, General Manager

By: \_\_\_\_\_  
George W. Sanders, Civil Engineer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
David Souza, President  
Board of Directors,  
Georgetown Divide Public Utility District

Date: \_\_\_\_\_

**AGENDA ITEM 7.K.**

**Attachment 3**

Resolution

**RESOLUTION NO. 2020-**  
**OF THE BOARD OF DIRECTORS OF THE**  
**GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT**  
**APPROVING AMENDMENT 5 TO THE PROFESSIONAL SERVICES**  
**AGREEMENT WITH GEORGE SANDERS EXTENDING THE TERM**  
**AND INCREASING THE CONTRACT AMOUNT**

**WHEREAS**, George Sanders has provided leadership as Project Manager for the Auburn Lake Trails Water Treatment Plant (ALTWTP) Project; and

**WHEREAS**, the construction began in March 2017 and is in the project closeout phase; and

**WHEREAS**, Mr. Sanders' services are important to the successful completion of the ALTWTP Project; and

**WHEREAS**, Amendment 5 to the Professional Services Agreement with George Sanders extends the term through April 30, 2020 and increases the maximum not to exceed amount by \$10,800 to provide for up to 120 hours at a rate of \$90 per hour to manage the closeout of the ALTWTP Project; and

**WHEREAS**, this expenditure is included in the ALTWTP Project budget.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT** Amendment 5 to the Professional Services Agreement with George Sanders for Civil Engineering Services, extending the term to April 30, 2020, and increasing the total contract amount by \$10,800 to a total contract amount of \$350,550 is approved.

**PASSED AND ADOPTED** by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the eleventh of February 2020, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

---

David Souza, President, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

*Attest:*

\_\_\_\_\_  
Steven Palmer, Clerk and Ex officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

### **CERTIFICATION**

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2020-XX duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this eleventh day of February 2020.

\_\_\_\_\_  
Steven Palmer, Clerk and Ex officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT